

AGREEMENT FOR SALE (WITHOUT POSSESSION)

This Agreement for Sale (“Agreement”) is executed on this [__] day of [____], 2021

BY AND BETWEEN

VENDOR:

- 1) **M/s OM TOWERS (P) LIMITED** a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 6, Post Office - General Post Office, Police Station- Hare Street, Kolkata-700001, West Bengal having CIN U45201WB1996PTC081119 and **PAN No. AAACO3421E**, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Chand Bhutoria working for gain at OM TOWERS Private Limited and having PAN AFVPB8282R, by faith – Hindu, by occupation – Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, and
- 2) **M/s CHARLES COMMERCIAL PVT. LTD.**, a Company incorporated under the Companies Act, 1956 having its registered office at 12A, Netaji Subhas Road, Ground Floor, Room No. 07, Post Office-General Post Office, Police Station-Hare Street Kolkata-700001 having CIN U70100WB1996PTC081136 AND **PAN AABCC2791A**, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakaash Chand Bhutoria working for gain at M/s Charles Commercial Pvt. Ltd, and having PAN AFVPB8282R, by faith – Hindu, by occupation – Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071 and
- 3) **M/s TIRUPATI CARRIER LIMITED**, a company incorporated under the companies Act 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 6, Kolkata West Bengal 700001 IN having CIN - U63013WB2002PLC095192 and **PAN- AABCT9173B** and, represented by its director **MR. LALIT KUMAR BHUTORIA**, son of Mr. Prakaash Chand Bhutoria working for gain at Tirupati Carrier Limited and having PAN AFVPB8282R, by faith –Hindu, by Occupation- Business, residing at 4 Pretoria street, P.O. Middleton Row, P.S. Shakespeare Sarani , Kolkata-700071 and
- 4) **M/s TIRUPATI ENCLAVE PVT LTD**, a company incorporated under the companies Act 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 18, Kolkata West Bengal 700001 IN having CIN - U70101WB1996PTC081139 and **PAN AABCT1390G** and, represented by its directors **MR. ARRUN BHUTORIA**, son of Late Summer Mull Jain working for gain at Tirupati Enclave Pvt Ltd and having PAN - ADBPJ8895J , by faith–

Hindu, by Occupation- Business, residing at 4 Pretoria street, P.O. Middleton Row, P.S. Shakespeare Sarani , Kolkata-700071 and

- 5) **SHIV NIKETAN LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rsapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 001 having CIN- U70101WB1996PLC081121 and **PAN AAACO33421E** and represented by its director **MR. LALIT BHUTORIA**, son of Prakaash Bhutoria working for gain a Shiv Niketan Limited and having PAN- AFVPB8282R, by faith – Hindu, by occupation – Business, residing at 4 Pretotia Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071 hereinafter collectively referred to as “**THE OWNERS/PRINCIPALS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successors-in-office/interest and/or assigns) of the **ONE PART**.

AND

M/s SMJ EXIMP LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 6, Kolkata West Bengal 700001 IN having CIN U70102WB1988PLC045113 and PAN AAHCS2567G, represented by its director **MRS. KANTA BHUTORIA**, wife of Prakaash Bhutoria working for gain at M/s SMJ Eximp Ltd, and having PAN AEOPB5052R, by faith – Hindu, by occupation – Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071 hereinafter referred to as “**THE DEVELOPER/ATTORNEY**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **OTHERPART**:

ALLOTTEES:

- (1)hereinafter collectively referred to as “**ALLOTTEESS**”(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the OTHER PART

The Owners, Promoter and Allottees shall hereinafter collectively be referred to as the “Parties” and individually as a “**Party**”.

DEFINITIONS AND INTERPRETATIONS

A. Definitions

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

- a. **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b. **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c. **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d. **“Section”** means a section of the Act.
- e. **“Bungalow”** shall mean Bungalow No_____, more fully described in schedule;
- f. **“Bungalow Plan”** shall mean the plan for construction of the New Bungalow sanctioned by Paschim Bishnupur Gram Panchayat Bungalow vide Permit No. ___ **GEMS BOUGAINVILLAS PHASE-5** and include all sanction able modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and/or the concerned authorities;
- g. **“Co-owners”** shall mean (a) all the ALLOTTEES of Units in the Bungalow Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter, shall mean the Promoter or the Vendor, as the case may be.
- h. **“Promoter”** shall mean **M/s SMJ EXIMP LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 6, Kolkata West Bengal 700001 IN having CIN U70102WB1988PLC045113 and PAN AAHCS2567G, represented by its authorized signatory Mr. Kaushal Kumar Jha son of Shyam Sundar Jha working for gain at M/s Bhutoria Construction Private Limited and having Pan No. BQIPJ5352F, Adhaar No. 943358384220, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104 West Bengal, India, authorised vide Board Resolution dated and having and include its successors or successors-in-office and/or assigns;
- i. **“Common areas “** mean
 - i) The entire land for the real estate project or where the project is developed. in phases and registration under this Act is sought for a phase, the entire land for the phase;
 - ii) The fire escapes and common entrances and exits of cluster;
 - iii) The parks, play areas, guest parking areas;

- iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;
 - v) Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;
 - vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
 - vii) All community and commercial facilities as provided in the Gems Bougainvillas;
 - viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- j. **“ALLOTTEES”** shall mean one or more ALLOTTEESs named above and include:-
- a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
 - d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the ALLOTTEES as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- k. **“Vendor”** shall mean **M/s SHIV NIKETAN LTD, M/s OM TOWERS (P) LIMITED, M/s TIRUPATI ENCLAVE PVT LTD, M/s TIRUPATI CARRIERS LTD, M/s CHARLES COMMERCIAL PRIVATE LIMITED** and include its and each of its successors or successors-in-office and/or assigns;
- l. Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;
- m. Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

WHEREAS

The Vendor Nos. 1 to 5 are the joint owners of land measuring an area of 324.20(Three Hundred Twenty Four point Two Zero) decimal, more or less comprised in R.S. /L.R. Dag Nos. 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 88/1049, 89, 90, 91, 93, 94 recorded in L.R. Khatian Nos. 1243, 53, 402, 452, 557, 639, 125, 480, 697, 712, 24, 448, 10, 451, 668, 275, 74, 1051, 832, 775, 922, 906, 37, 935, 229, 372, 753, 682, 341, 289, 24, 451 Mouza – Uttar Kajirhat, J.L. No. 22, Police Station – Bishnupur, within the jurisdiction of Paschim Bishnupur Gram Panchayat Area, A.D.S.R Bishnupur, District – South 24 Parganas, Kolkata – 700104, West Bengal (“**Said Property**”). The Said Property which is more particularly described in Schedule A below and is delineated by Red colour boundary line on the plan annexed hereto and marked as Annexure “1”. The owners have purchased the Said Property *vide* 11 separate Deeds of Sale i.e

- First. Deed of Conveyance dated 25th June, 2014 registered in the office of Additional District Sub Registrar of Bishnupur, in Book No. I, CD Volume No. 12, Pages from 2586 to 2604 being **No. 03312** for the year 2014;
- Second. Deed of Conveyance dated 6th September, 2013 registered in the office of Additional District Sub Registrar of Bishnupur, in Book No. I, CD Volume No. 11, Pages from 5255 to 5286 being **No. 04806** for the year 2013;
- Third. Deed of Conveyance dated 11th July 2014 registered in the office of Additional District Sub Registrar Bishnupur, recorded in Book No. I, CD Volume No. 15, Pages from 263 to 278 being **No. 03768** for the year 2014;
- Fourth. Deed of Conveyance dated 9th March 2016 registered in the office of Additional District Sub Registrar Bishnupur, recorded in Book No. I, CD Volume No. 1613-2016, Pages from 41588 to 41608 being **No. 161301818** for the year 2016;
- Fifth. Deed of Conveyance dated 14th January 2016 registered in the office of Additional District Sub Registrar Bishnupur, recorded in Book No. I, CD Volume No. 1613-2016, being **No. 161300166** for the year 2016;
- Sixth. Deed of Conveyance dated 2nd March, 2009 registered at the office A.D.S.R Bishnupur recorded in Book No.-I, CD Volume no. 5, pages from 2604 to 2615 being **Deed no. 01171** for the year 2009;

- Seventh. Deed of Conveyance dated 24th June 2014 registered in the office of Additional District Sub Registrar Bishnupur, recorded in Book No. I, CD Volume No. 12, Pages from 2564 to 2574 being **No. 03288** for the year 2014;
- Eighth. Deed of Conveyance dated 24th June, 2014 registered in the office of Additional District Sub Registrar Bishnupur, recorded in Book No. I, CD Volume No. 12, Pages from 2506 to 2516 being **No. 03286** for the year 2014;
- Ninth. Deed of Conveyance dated 24th June, 2014 registered in the office of Additional District Sub Registrar Bishnupur, recorded in Book No. I, CD Volume No. 12, Pages from 2575 to 2585 being **No. 03287** for the year 2014;
- Tenth. Deed of Conveyance dated 5th May, 2010 registered at the office of A.D.S.R Bishnupur recorded in Book-I, Volume no. , pages from to , being **Deed no. 2479** for the year 2010 ;
- Eleventh. Deed of Conveyance dated 26th June, 2014 registered in the office of Additional District Sub Registrar, Bishnupur, in Book No. I, CD Volume No. 12, Pages from 2975 to 3001 being **No. 03323** for the year 2014;

- A. The Vendors and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Vendors to the Said Property and the Promoter's rights and entitlement to develop the Said Property on which inter-alia the Project is to be constructed have been completed.
- B. The Vendor and the Promoter have entered into a development agreement and Development Power of Attorney dated day of November, , registered at the office of Additional Registrar of Assurances IV, Kolkata, and recorded in Book No - , Volume No., Page from being No. for the year ("Development Agreement& Development Power of Attorney") for the purpose of development by the Promoter for a real estate project over the said Land.
- C. The Said Land is earmarked for the purpose of building a Residential Project comprising of G+1 storied Bungalows and the said project shall be known as "**GEMS BOUGAINVILLAS PHASE-5**" ("Project");
Provided that the land is earmarked for any institutional development the same shall be used for those purposes only and no commercial / residential Development shall be permitted unless it is a part of the plan approved by the competent authority.

- D. The Promoter has applied to the Paschim Bishnupur Gram Panchayat for commencement certificate to develop the project and the same has been approved vide approval dated _____ herein permit no. _____ ;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Concerned Authority i.e. Paschim Bishnupur Gram Panchayat. 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;
- F. The Promoter has registered the project under the provision of West Bengal Housing Industry Regulatory Authority (WBHIRA) at South 24 Parganas project on _____ under registration no. _____ ;
- G. The ALLOTTEES had applied for a Bungalow in the Project vide application no ____ dated _____ and has been allotted Bungalow no having Built Up Area of _____, Carpet Area of _____, Bungalow on a land area of _____ **Cottah** as permissible under the applicable law and of proportionate share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Bungalow” more particularly described in Schedule A and the floor plan or the Bungalow is annexed hereto and marked as Schedule B)

AREA	Square feet.
Carpet Area	
Built up Area	
Land Area	

- H. The Parties have gone through all the terms and conditions, covenants set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the ALLOTTEES, the Promoter has given inspection to the ALLOTTEES of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.
- I. The payments in the account name as mentioned in clause 2 shall be continued to be made until instructions to the contrary are given in writing by the Vendor to the ALLOTTEES. All payments shall be made by the

ALLOTTEES against proper receipts by the Vendor and the ALLOTTEES shall not be entitled to agree not to set up any oral evidence regarding any payment.

- J. The Consideration shall be paid by the ALLOTTEES to the Vendor in installments as mentioned in the SCHEDULE-C hereto. Unless otherwise expressly mentioned elsewhere herein, the payment of any installment mentioned in the within stated SCHEDULE-C shall be made by the ALLOTTEES within 21 days of issuance of notice by the Vendor demanding the same.

- K. The payment of all Extras and Deposits shall be made by the ALLOTTEES to the Vendor before taking possession of the Designated Bungalow and within 21 days of issuance of notice for possession from the Vendor demanding the same. In case as on the date of the Vendor issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Vendor shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Vendor to claim any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Vendor deliver possession of the Designated Unit without receiving the same and the ALLOTTEES shall be liable to pay all such amounts within 21 days of issuance of notice from the Vendor in this behalf.

- L. The Tax Deductible at Source under the Income Tax (If Applicable) Laws shall be deducted by the ALLOTTEES on the consideration payable to the Vendor and the same shall be deposited by the ALLOTTEES to the concerned authority and should also subsequently provide Challan to the promoter within the time period stipulated under law, The Vendor shall not be liable in any manner whatsoever in case of default on the part of the ALLOTTEES in depositing such TDS.

- M. The Vendor has been empowered and authorized under the Development Agreement to receive the entire Consideration and also all Extras and Deposits from the ALLOTTEES and the ALLOTTEES has satisfied himself about such rights of the Vendor.

N. 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.

O. 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;

P. 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 ALLOTTEES hereby agrees to purchase the Bungalow mentioned in para Fon ownership basis.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the ALLOTTEES and the ALLOTTEES hereby agrees to purchase the Bungalow as specified in the Schedule below.

1.2 The Total Price for the Bungalow including GST based on the carpet area is Rs. **Rs. (Rupees Only)** ("Total Price"):

Carpet Area :			
Bungalow Number:		Built-up Area :	
Type: Bungalow			
Land Area :			
	Bungalow Cost	GST	Bungalow Cost

			including GST
TOTAL PRICE (Rupees)	(Rs. /-	Rs. /-	Rs./-

Add extra charges if any.

1.3 Explanation:

- i. The Total Price above includes the booking amount paid by the ALLOTTEES to the Promoter towards the Bungalow;
- 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) up to the date of handing over the possession of the Bungalow to the ALLOTTEES and the project to the association of ALLOTTEESs 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 ALLOTTEES 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 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 be charged from the ALLOTTEES;

- iii. The Promoter shall periodically intimate in writing to the ALLOTTEES, the amount payable as stated in (i) above and the ALLOTTEES shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the ALLOTTEES the details of the taxes paid or demanded alongwith the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of Bungalow includes recovery of price of land, construction of [not only the Bungalow but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Bungalow, lift, water line and plumbing, finishing with paint, marbles, tiles, doors,

windows in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Bungalow and the project. The total price is escalation-free, save and except increases which the ALLOTTEES hereby agrees to pay due to increase on account of development charges payable to the competent authority and/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 ALLOTTEES for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation in effect along with the demand letter being issued to the ALLOTTEES, 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 charges from the ALLOTTEES.

- v. In addition to the above specified amounts, the allottee shall also pay the following amounts:-
- The allottee shall pay to the promoter towards transformer charges/deposit and generator charges/deposit.

- 1.4 The ALLOTTEES(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 mutually agreed discount between the allottee and the promoter only subject to if the ALLOTTEES pays the full amount at the time of the Agreement. The provision for allowing discount and such rate of discount shall not be subject to any revision/withdrawal, once granted to an ALLOTTEES by the promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alternations 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 Bungalow, plot or building, as the case may be, without the previous written consent of the ALLOTTEES as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alternations as may be required by the ALLOTTEES, or such minor changes or alternations as per the provisions of the Act.

- 1.7 The promoter shall confirm to the final carpet area that has been allotted to the ALLOTTEES after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by ALLOTTEES 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 ALLOTTEES. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Bungalow, allotted to ALLOTTEES, the Promoter may demand that from the ALLOTTEES 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 agrees and acknowledges, the ALLOTTEES shall have the right to the Bungalow as mentioned below:
 - i. The ALLOTTEES shall have exclusive ownership of the Bungalow;
 - ii. The ALLOTTEES shall also have undivided proportionate share in the Common Areas. Since the share interest of ALLOTTEES in the Common Areas is undivided and cannot be divided or separated, the ALLOTTEES shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of 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 Bungalow includes recovery of price of land, construction of not only the Bungalow but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Bungalow, lift, water line and plumbing, finishing with paint, tiles, doors, windows fire detection and fire-fighting equipment in the common areas, maintenance charges as per para etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Bungalow and the Project;

- iv. The ALLOTTEES has the right to visit the project site to assess the extent of development of the project and his Bungalow /plot, as the case may be as per prior appointment with Promoter
- 1.9 It is made clear by the Promoter and the ALLOTTEES agrees that the Bungalow along with Car Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEES. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the ALLOTTEESs of the Project.
- 1.10 It is agreed that after registration of the conveyance deed the Allottee shall not make any addition or alterations in the sanction plan, Bungalow layout plan, Front, Back and Side Lawn areas of the Bungalow, parking area of the Bungalow and in the roof of Bungalow. The Allottee further agrees not to change or modify the colour of exterior paint and the design of exterior elevation of the Bungalow in future after registration of Conveyance Deed.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Bungalow to the ALLOTTEESs, which it has collected from the ALLOTTEESs, 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 mortgage 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 collected by it from the ALLOTTEESs or any liability, mortgage loan and interest thereon before transferring the Bungalow to the ALLOTTEESs, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12. The ALLOTTEES has paid a sum of **Rs. (Rupees only)** as booking amount being part payment towards the Total price of the Bungalow at the time of application the receipt of which the Promoter hereby acknowledge and the ALLOTTEES hereby agrees to pay the remaining price of the Bungalow as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the ALLOTTEES delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules i.e. in case of delay of payment by the ALLOTTEES, the ALLOTTEES shall

be liable to pay interest on due amount and under section 13, the rate of interest shall be the State Bank Of India Prime Lending Rate plus 2% (two percent) per annum or 18% (Eighteen percent) per annum whichever is higher.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the ALLOTTEES shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Bhutoria Construction Private Limited payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The ALLOTTEES, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act,1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer or 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 ALLOTTEES 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 the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in part 3.1 above.

The ALLOTTEES shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEES subsequent to the signing of this Agreement, It shall be the sole responsibility of the ALLOTTEES to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, the Promoter shall not be responsible towards any third party making payment/remittances on behalf of any ALLOTTEES and such third party shall

not have any right in the application/allotment of the said Bungalow applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the ALLOTTEES only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The ALLOTTEES authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the ALLOTTEES against the Bungalow, if any, in his/her name and the ALLOTTEES 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 Bungalow to the ALLOTTEES and the common areas to the association of ALLOTTEESs or the Competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/BUNGALOW:

The ALLOTTEES has seen the proposed layout plan, specifications, amenities and facilities of the Bungalow and accepted the floor plan, payment plan and the specifications, 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 West Bengal Building Rule 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 the Agreement.

7. POSSESSION OF THE BUNGALOW:

7.1 Schedule for possession of the said Bungalow – The Promoter agrees and understands that timely delivery of possession of the Bungalow to the ALLOTTEES and the common areas to the association of ALLOTTEESs or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Bungalow along with ready and complete common areas with all specifications, amenities and facilities of the project in place by December, 2024 (Pandemic) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused

by nature affective the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEES agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Bungalow.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEES agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure condition, then this allotment shall stand terminated and the Promoter shall refund to the ALLOTTEES the entire amount received by the Promoter from the allotment within 60 (Sixty) days from the date. The promoter shall intimate the ALLOTTEES about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEES, the ALLOTTEES agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Bungalow, to the ALLOTTEES in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the ALLOTTEES shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the ALLOTTEES in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The ALLOTTEES, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of ALLOTTEESs, as the case may be after the issuance of the completion certificate for the Project. The promoter shall hand over the occupancy certificate of the Bungalow, as the case may be, to the ALLOTTEES at the time of conveyance of the same.

7.3 Failure of ALLOTTEES to take Possession of Bungalow - Upon receiving a written intimation from the Promoter as per para 7.2, the ALLOTTEES shall take possession of the Bungalow 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 Bungalow to the ALLOTTEES. In case the ALLOTTEES fails to take possession with the time provided in para 7.2 such ALLOTTEES shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the ALLOTTEES :- After obtaining the occupancy certificate and handing over physical possession of the Bungalow to the ALLOTTEESs, it shall

be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of ALLOTTEES or the competent authority, as the case may be, as per the local laws ;

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

7.5 Cancellation by ALLOTTEES- The ALLOTTEES shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the ALLOTTEES proposes to cancel/withdraw from the project after the issuance of Allotment Letter and before signing agreement without any fault of the promoter, the promoter is herein entitled to deduct Rs 1,00,000/- (Rupees One Lakh Only) from the amount paid by the allottee till the time of such cancellation. Further, if the allottee proposes to cancel/ withdraw from the project after signing the agreement and before registration of conveyance deed without any fault of the promoter, the promoter is herein entitled to forfeit the booking amount that is 10% (Ten percent) of the property cost along with pending interest payable by the allottee Taxes/ GST once paid cannot be refunded. Under both the situation, the promoter shall deduct the above mentioned charges as the case may be from the amount paid by the allottees and shall refund the remaining amount to the allottees within 45 days of such cancellation.

7.6 Compensation- The Promoter shall compensate the ALLOTTEES 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 provide 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 promoter fails to complete or is unable to give possession of the Bungalow (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 Promoter on account of suspension or revocation of the registration under Act, or for any other reason, the Promoter shall be liable, on demand to the ALLOTTEESs, in case the Allot 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 Bungalow, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due ;

Provided that where if the ALLOTTEES does not intend to withdraw from the Project, the Promoter shall pay the ALLOTTEES interest at the rate prescribed in

the Rules for every month of delay, till the handing over of the possession of the Bungalow which shall be paid by the promoter to the ALLOTTEES within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Vendor has absolute, clear and marketable title with respect to the said Land; the requisite right 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 Authority to carry out development of the Project;
- iii. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Bungalow;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Bungalow 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 Bungalow and common areas ;
- v. 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 ALLOTTEES created herein, may prejudicially be affected;
- vi. 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 Bungalow which will, in any manner, affect the rights of ALLOTTEES under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Bungalow to the ALLOTTEES in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Bungalow to the ALLOTTEES and the common areas to the association of ALLOTTEES or the competent authority, as the case may be;
- ix. 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;
- x. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premium, 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 Bungalow, 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 ALLOTTEES and the association of ALLOTTEESs or the competent authority, as the case may be;

- xi. 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 Bungalow to the ALLOTTEES within the time period specified in para 7.1 or fails to complete the project with 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 Bungalow 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 Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, ALLOTTEES is entitled to the following:

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

Provided that where an ALLOTTEES 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 Bungalow, which shall be paid by the promoter to the ALLOTTEES within 60 (Sixty days) of it become due.

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

- (i) In case the ALLOTTEES fails to make payments for consecutive demands may by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the ALLOTTEES 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 ALLOTTEES under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Bungalow in favour of the ALLOTTEES and refund the money paid to him by the ALLOTTEES by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the ALLOTTEES about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID BUNGALOW:

The Promoter on receipt of the Total Price of the Bungalow as per para 1.2 under the Agreement from the ALLOTTEES, shall execute a conveyance deed and convey the title of the Bungalow together with proportionate indivisible share in the Common Areas with 6 (six) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the ALLOTTEES:

[Provided that, in the absence of local law, the conveyance deed in favour of the ALLOTTEES shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the ALLOTTEES Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the ALLOTTEES 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 ALLOTTEES.

11. MAINTENANCE OF THE SAID BUILDING/BUNGALOW/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of ALLOTTEESs upon the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE BUNGALOW 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 ALLOTTEES agrees to permit the association of ALLOTTEESs and/or maintenance agency to enter into the Bungalow 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:

It is hereby agreed between the parties that the ALLOTTEES will use the said **BUNGALOW** for residential purpose and no such illegal activities will be carried out in the said premise. It is also hereby agreed between the parties that the ALLOTTEES will not let out the said premise on daily/weekly rent basis and if such thing is found the management/association is liable to take action in accordance with law. However the ALLOTTEES are free to rent out the said premise for a long term lease or as leave and license for 11 months as may deem fit. It is also been agreed between the parties that the ALLOTTEES will not use the said Bungalow for motel purpose or shall not use as Hotel Purpose.

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **GEMS BOUGAINVILLAS PHASE-5**, 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 ALLOTTEES 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 ALLOTTEESs formed by the ALLOTTEESs for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE BUNGALOW:

15.1. Subject to para 12 above, the ALLOTTEES shall after taking possession, be solely responsible to maintain the Bungalow at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Bungalow or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions or change the colour of the Bungalow and keep the Bungalow, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition and 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 ALLOTTEES further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the front façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The ALLOTTEESs shall also not change the colour scheme/design 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 ALLOTTEES shall not store any hazardous or combustible goods in the Bungalow or place any heavy material in the common passages of the Project. The ALLOTTEES shall also not remove any wall including the outer and load bearing wall of the Bungalow and cannot alter the design of the designated Bungalow and also cannot carry out any commercial activities in the Bungalow.

15.3 The ALLOTTEES shall plan and distribute its electrical load in the conformity with the electrical system installed by the Promoter and thereafter the association of ALLOTTEESs and/or maintenance agency appointed by association of ALLOTTEESs. The ALLOTTEES shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottees shall not in any way construct any roof or any shed in the top of the Bungalow.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

in the Act. However with the consent of Buyer of individual unit and necessary revised sanctions the charges are been allowed to the Promoter.

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 Bungalow 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 ALLOTTEES who has taken or agreed to take such Bungalow.

19. BUNGALOW OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the ALLOTTEESs that the project in its entirety is in accordance with the provisions of the West Bengal Bungalow Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in West Bengal Bungalow Ownership Act.

20. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEES by the Promoter does not create a binding obligation on the part of the Promoter or the ALLOTTEES until, firstly, the ALLOTTEES signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 21 (Twenty One) days from the date of receipt by the ALLOTTEES and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the ALLOTTEES(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the ALLOTTEES 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 (Fifteen)ALLOTTEES for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEES, application of the ALLOTTEES shall be treated as cancelled and all sums deposited by the ALLOTTEES in connection therewith including the booking amount shall be returned to the ALLOTTEES 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 Bungalow/building, as the case may be.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties and if Rules and law of Annexure 'A' of WBHIRA Act, 2019 Permit.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/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 Bungalow and the Project shall equally be applicable to and enforceable against and by any subsequent ALLOTTEESs of the Bungalow, in case of a transfer, as the said obligations go along with the Bungalow for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the ALLOTTEES has to make any payment, in common with other ALLOTTEES(s) in Project, the same shall be the proportion which the carpet area of the Bungalow bears to the total carpet area of all the Bungalows 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 ALLOTTEES, in agreement, after the Agreement is duly executed by the ALLOTTEES and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar of Assurances in Kolkata, West Bengal. Hence this Agreement shall be deemed to have been executed at office of the Registrar of Assurances, Kolkata. West Bengal.

29. NOTICES:

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

Name of ALLOTTEES:

ALLOTTEES's Address:

Promoter name: **M/s SMJ Eximp Limited.**

Promoter Address: **23 A.N S Road, 4th Floor, Room No. 6, Kolkata West Bengal 700001 IN.**

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

30. JOINT ALLOTTEESS:

That in case there are Joint ALLOTTEESSs all communications shall be sent by the Promoter to the ALLOTTEES whose name appears first and the address given

by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEESs.

31. SAVINGS:

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

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 there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

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

34 NOMINATION/TRANSFER BY THE ALLOTTEES:

34.1 The ALLOTTEES may, only after a period of 18 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum mentioned in clause 34.2 below, in advance to the Promoter, get the name of his nominee substituted in his place and in the records of the Promoter as the ALLOTTEES of the Designated Unit. Any such nomination or transfer shall be subject to there being no restriction or prohibition under the laws for the time being in force and shall be at the sole risk and costs of the ALLOTTEES and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be

observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the ALLOTTEES or its nominee. Any Income Tax (except on the said sum mentioned in clause 34.2 below in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the ALLOTTEES shall be payable by the ALLOTTEES or its transferee but the Vendor or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Vendor or the Promoter to which the Vendor or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the ALLOTTEES in advance to the Vendor and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without such payment.

34.2 The sum payable by the ALLOTTEES in terms of clause 34.1 above shall be Rs. 50,000/- (Fifty thousand only) for transfer of Nomination of each Unit.

34.3 The ALLOTTEES shall not be entitled to assign or transfer this agreement for a period of 18 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Unit at any time until all the amounts, charges, outgoings and dues payable by the ALLOTTEES to the Promoter in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the ALLOTTEES from the Promoter.

35. Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the ALLOTTEES at its own costs and expenses. In doing and carrying out the said fit out works, the ALLOTTEES shall be obliged to adhere to the following:

- (i) No work shall be commenced before the date of ALLOTTEES taking possession of the Designated Unit upon receiving the notice for possession in terms hereof;
- (ii) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code, state laws and regulations of Fire rules and other authorities and with minimum noise and the ALLOTTEES shall ensure that no disturbance or annoyance to the other Co-owners;
- (iii) The ALLOTTEES shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and Installations and there shall be regular clearing of all debris arising out of the Fit out works;

- (iv) The ALLOTTEES hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Unit.
- (v) The ALLOTTEES has been categorically informed by the Promoter that the construction of the New Building and the Designated Unit has been done by using Bricks, Reinforced Cement Concrete and hereby unequivocally agrees and undertakes that the ALLOTTEES shall not hammer or hit the walls in any manner and to carry out any fittings only by proper drilling and fasteners.
- (vi) The ALLOTTEES shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the ALLOTTEES in carrying out any condition and stipulation mentioned herein.
- (vii) The Allottees cannot make any Structural changes without prior permission of the Promoter or Revised sanctioned plan by the concerned authorities by the Promoter.

36. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the ALLOTTEES for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the ALLOTTEES of the dishonour of the cheque and the ALLOTTEES would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 2000/- (Rupees Two Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the ALLOTTEES comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

37. RAISING OF FINANCE BY PROMOTER

The ALLOTTEES understands and acknowledges that the said Land has been/will be mortgage by the Promoter to Banks or Financial Institutions of India for securing the Loan for the purpose of construction of the Project on the said Land and the ALLOTTEESs takes notice that he/she/they is/are required to obtain a No Objection Certificate from said banks or financial institution of India for creation of any encumbrances on the said Land. The Allotees agrees and undertakes that he/she/they shall not create any encumbrances over the said Apartment till such time an NOC in writing is received from said Banks or financial institution of India.

38. LIMITATION OF LIABILITY & DISCLAIMER:

- i)** Notwithstanding anything stated in Clause 12, the Promoter shall not be liable for defects pertaining to the following: (i) equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; (ii) fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; (iii) allowable structural and other deformations including expansion quotient; and (iv) normal wear and tear, accidents or misuse. The Promoter's defect liability obligations shall also be subject to the Allottee continuing and ensuring that the Association shall continue with all annual maintenance contracts for equipment/ material installed/used within the Residential Project. The Allottee also acknowledges that non-structural cracks may appear in the external and internal walls of the Building on account of variations in temperature or due to occurrence of events of Force Majeure, which shall not be covered under the defect liability obligations of the Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary for the Parties to mutually appoint an expert at the cost and expense of the Allottee, who shall be an independent surveyor who shall survey and assess such alleged defect and submit a report in this regard. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

- ii)** It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter or without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection the Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in Clause 12 and the Allottee shall not be entitled to any cost or compensation in respect thereof.
- iii)** For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the 43 Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.
- iv)** The Allottee hereby agrees and undertakes that, notwithstanding anything to the contrary stated herein, the Promoter shall not be responsible in any manner whatsoever, for any deterioration in the condition of the Apartment on account of any delay by the Allottee in taking possession of the Apartment, and the Allottee shall give a written declaration to this effect, as and when required by the Promoter.
- v)** The Promoter's representations and warranties given under this Agreement are qualified and limited by any information: (a) disclosed to the Allottee by the Promoter or its representatives; and/or (b) which is otherwise within the knowledge of the Allottee.
- vi)** Subject to any Applicable Laws to the contrary and except as provided herein, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and the Promoter disclaims all liability in relation to them, to the maximum extent permitted by Applicable Law.

SCHEDULE- "A"

PART-I

(Said property)

PART I

ALL THAT piece and parcel of land containing an area of 324.20 (Three Twenty Four point Two Zero) decimal, more or less, situated at *Mouza* Uttar kajirhat comprised of

- R.S. and L.R Dag No. 76 in Khatiyān no 1243 (land measuring about **15.00 Decimals**),
- R.S. and L.R Dag No. 77 in Khatiyān no 1243 (land measuring about **13.00 Decimals**),
- R.S. and L.R Dag No. 78 in Khatiyān no 1243 (land measuring about **27.00 Decimals**),
- R.S. and L.R Dag No. 79 in Khatiyān no 53 (land measuring about **44.00 Decimals**);
- R.S. and L.R Dag No. 80 in Khatiyān no 125 (land measuring about **51.90 Decimals**),
- R.S. and L.R Dag No. 81 in Khatiyān no 24 (land measuring about **24.40 Decimals**),
- R.S. and L.R Dag No. 82 in Khatiyān no 448 (land measuring about **4.30 Decimals**),
- R.S. and L.R Dag No. 83 in Khatiyān no 10 (land measuring about **5.10 Decimals**),
- R.S. and L.R Dag No. 84 in Khatiyān no 451 (land measuring about **2.30 Decimals**),
- R.S. and L.R Dag No. 85 in Khatiyān no 668 (land measuring about **0.40 Decimals**),
- R.S. and L.R Dag No. 86 in Khatiyān no 832 (land measuring about **5.00 Decimals**),
- R.S. and L.R Dag No. 87 in Khatiyān no 832 (land measuring about **66.20 Decimals**),
- R.S. and L.R Dag No. 88 in Khatiyān no 372 (land measuring about **1.20 Decimals**),
- R.S. and L.R Dag No. 88/1049 in Khatiyān no 753 (land measuring about **17.00 Decimals**),
- R.S. and L.R Dag No.89 in Khatiyān no 289 (land measuring about **6.00 Decimals**),
- R.S. and L.R Dag No. 90 in Khatiyān no 289 (land measuring about **6.00 Decimals**),
- R.S. and L.R Dag No.91 in Khatiyān no 24 (land measuring about **26.80 Decimals**),
- R.S. and L.R Dag No. 93 in Khatiyān no 1243 (land measuring about **2.40 Decimals**),
- R.S. and L.R Dag No. 94 in Khatiyān no 451 (land measuring about **6.20 Decimals**),

J.L. No. 22, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas

And butted and bounded as follows:

On the **North:**

On the **South:**

On the **East:**

On the **West:**

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The owners share in the said property as mentioned in the First Schedule)

R.S. Dag No.	L.R. Dag No.	Propert y being Develop ed	Area Owned by OTPL	Area Owned by CCPL	Area owne d by TCL	Area owne d by TEPL	Area owne d by SNL
76	76	15.00	00.00	15.00	00.00	00.00	0.00
77	77	13.00	0.00	13.00	00.00	0.00	0.00
78	78	27.00	0.00	27.00	0.00	0.00	0.00
79	79	44.00	44.00	0.00	0.00	0.00	0.00
80	80	51.90	00.00	51.90	00.00	0.00	0.00
81	81	24.40	00.00	0.00	00.00	00.00	24.40
82	82	4.30	00.00	00.00	4.30	00.00	0.00
83	83	5.10	00.00	0.00	00.00	0.00	5.10
84	84	2.30	2.30	0.00	0.00	0.00	0.00
85	85	0.40	0.40	0.00	0.00	0.00	0.00
86	86	5.00	5.00	0.00	0.00	0.00	0.00
87	87	66.20	66.20	0.00	0.00	0.00	0.00
88	88	1.20	1.20	0.00	0.00	0.00	0.00

88/104 9	88/104 9	17.00	0.00	0.00	0.00	17.00	0.00
89	89	6.00	4.00	0.00	0.00	0.00	2.00
90	90	6.00	4.00	0.00	0.00	0.00	2.00
91	91	26.80	0.00	0.00	0.00	0.00	26.80
93	93	2.40	0.00	2.40	0.00	0.00	0.00
94	94	6.20	6.20	0.00	0.00	0.00	0.00
Total		324.20	133.3	109.3	4.30	17.00	60.3

**SCHEDULE-B
PART-I
(DESIGNATED UNIT)
(UNDERCONSTRUCTION)**

ALL THAT the Bungalow being Unit No. **BP1- III** containing a _____ **Sq. Ft.** which contains _____ **Sq. Ft.** in Ground Floor and _____ **Sq. Ft.** in 1st Floor, more or less and carpet area of _____ **Sq. Ft.** more or less, Open terrace on 1st floor of _____ **Sq. Ft** more or less on land area of _____, in the Building Complex namely **BOUGANVILLA PHASE-III** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "RED".

Allottee:

1. Signature _____

Name _____

2. Signature _____

Name _____

Promoter:

Signature _____

Name _____

Owner:

Signature _____

Name _____

(As a Constituted Attorney of Vendors and Self)

**THE
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AN**

The said total consideration of **Rs.** _____ **/(Rupees**
Only) (Including GST) shall be paid by the Allottee
to the Promoter in instalments as follows:

Sl No.	Particulars	Amount(Excluding GST)	Amount (including) (GST)	Amount (Including GST)
1	Application Money (Rs. 1,00,000/- Immediate after Booking)			
2	Allotment Letter (10% Minus Rs. 1,00,000/-)			
3	Agreement Money (10% on signing the Sale Agreement – Mandatory Registration)			
4	1 st Instalment (20% on completion of Foundation Work)			
5	2 nd Instalment (20% on Ground Floor Roof Casting)			
6	3 rd Instalment (15% on 1 st Floor Roof Casting)			
7	4 th Instalment (5% on completion of brick Work)			
8	5 th Instalment (5% on completion of plaster, POP and flooring Work)			
9	6 th Instalment (5% on completion of electrical, plumbing and sanitary Work)			
10	7 th Instalment (10 % on habitable possession)			

TOTAL			
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**SCHEDULE -D
SPECIFICATION FOR THE BUNGALOW**

WALL FINISHING

1. Internal Walls:

- Finished with POP/ Putty

2. External Finish:

- Weather shield paint and/or textured coating finish as per design of the architect

3. Flooring:

- Living/Dining/All Bedrooms – Vitrified/ Rectified Tiles

4. Kitchen:

- Flooring- Anti-Skid Ceramic
- Wall finish counter – Ceramic Tiles- Dado- up to 2 feet above working platform
- Granite counter with Stainless Steel sink

5. Toilet:

- Flooring- Ceramic tiles- Dado- up to 6 feet
- Fitting- C.P fittings and Sanitary fittings of a reputed make

6. Doors & Windows:

- Main Door – Decorative Flush Door
- Other doors- Flush door
- Windows – Aluminium window/ UPVC window

7. Electricals:

- Sufficient electrical points in all rooms
- Modular switches

Allottee:

1. Signature_____

Name_____

2. Signature_____

Name_____

Promoter:

Signature_____

Name_____

Owner:

Signature_____

Name_____

(As a Constituted Attorney of Om Towers pvt limited, Charles Commercial Pvt. Ltd and Self)

3. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Project.
4. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks at the Project.
5. Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
6. Landscape area.
7. Pathways
8. Jogging track/walkways
9. CCTV Surveillance System
10. Provision for DTH Connection (Centralised at additional cost)
11. Club Facilities (At Additional Cost)
12. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
13. DG Set, its panels, accessories and wirings and space for installation of the same (At additional cost).
14. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

Allottee:

1. Signature _____

Name _____

2. Signature _____

Name _____

Promoter:

Signature _____

Name _____

Owner:

Signature _____

Name _____

(As a Constituted Attorney of the Vendors and Self)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEES: (including joint buyers)

(1) Signature _____

Please Affix Photographs and Sign across the photograph

Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____
Name _____
Address _____

Please Affix Photographs
and Sign across the
photograph

Owner:

Signature _____
Name _____
Address _____

**(As a Constituted Attorney of
M/s OM TOWERS (P) LIMITED
M/s TIRUPATI CARRIER LIMITED
M/s TIRUPATI ENCLAVE PVT LTD
SHIV NIKETAN LIMITED)**

At _____ on _____ in the presence of:

WITNESSES:

MEMO OF CONSIDERATION:

RECEIVED of and from within named ALLOTTEES the within mentioned sum of **Rs.** _____) being earnest money out of the full consideration money as per Memo below:-

MEMO

SI NO.	Cheque No.	Date	Bank	Amount (Rs.)
--------	------------	------	------	--------------

1				
2				
Total (

WITNESSES:

- 1.
- 2.

Signature of the PROMOTER