

## AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_  
day of \_\_\_\_\_ (Month), 20\_\_\_\_,

### By and Between

**SWASTIK PROJECTS PRIVATE LIMITED** (having PAN: AADCS7205D and CIN: U70101WB1985PTC038535), a company within the meaning of Companies Act, 2013, having its registered office at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata - 700071 represented by its Director Mr. Kiran Chand Lunawat son of Late P.C. Lunawat having its place of business at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 (hereinafter referred to as the "**Vendor/Promoter**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and/or assigns) of the **ONE PART:**

**AND**



ALLOTTEE NO. 1	NAME : _____
	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, Kolkata- _____
	STATUS : Individual
ALLOTTEE NO. 2	NATIONALITY : Indian
	OCCUPATION : _____
	PAN : _____
	NAME : _____
ALLOTTEE NO. 2	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, Kolkata- _____
	STATUS : _____
	NATIONALITY : _____
ALLOTTEE NO. 2	OCCUPATION : _____
	PAN : _____

hereinafter referred to as "the **ALLOTTEE**" of the **OTHER PART**:



## DEFINITIONS:

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

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

## WHEREAS

- A.** The Vendor / Promoter hereto is the absolute owner of the said Premises, being No. 75 Pandit Madan Mohan Malaviya Sarani {formerly known as Chakraberia Road (North)}, Police Station - Ballygunge, Kolkata - 700020 measuring 16 Cottahs 06 Chittacks 25 Square feet more or less fully described in the **First Schedule** hereunder written:
- B.** The facts about devolution of title to the said Premises in favor of the Vendor is mentioned herein below:
  - a. The title to Erstwhile premises No. 75 Pandit Madan Mohan Malaviya Sarani, Kolkata {formerly 75, Chakraberia Road (North), Kolkata} measuring 10 Cottahs 07 Chittacks and 12 Square feet more or less in favor of the Vendor:
    1. At all material times, one Soumendra Kumar Neogi was the absolute owner of the said erstwhile premises No. 75, Chakraberia Road (North), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less.
    2. The abovenamed Soumendra Kumar Neogi, by a Deed of Gift dated 4<sup>th</sup> September 1982 and registered with the Additional District Sub- Registrar, Alipore in Book No. I, Volume No. 71, Pages 97 to 104, Being No. 7845 for the year 1982, out of his natural love and affection, granted conveyed and transferred by way of gift, the said erstwhile premises No. 75, Chakraberia Road (North), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less to his two unmarried daughters namely Gopa Neogi and Shampa Neogi and three unmarried nieces namely, Rupa Neogi, Rinki Neogi and Pinki Neogi in equal undivided one-fifth share therein absolutely and forever.





3. By a Deed of Conveyance dated 2<sup>nd</sup> December 2004 and registered with the District Sub Registrar-III, Allpore in Book No. I, Volume No. 10, Pages No. 3427 to 3449, Being No. 4516 for the year 2005, the abovenamed Gopa Neogi (being then married and known as Gopa Ghosh), Shampa Neogi (being then married and known as Shampa Ghosh), Rupa Neogi (being then married and known as Rupa Dutta), Rinki Neogi (being then married and known as Rinki Dey) and Pinki Neogi (being then married and known as Pinki Chowdhury), for the consideration therein mentioned, granted sold conveyed and transferred the said erstwhile premises No. 75, Chakraberia Road (North) ( now known and called as 75 Pandit Madan Mohan Malaviya Sarani), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less to the Vendor hereto Swastik Projects Private Limited absolutely and forever.
4. Pursuant to Section 405 of the K.M.C. Act, 1980, the Vendor - Swastik Projects Private Limited, by an Indenture dated 1<sup>st</sup> October 2005 gifted splayed portion of 75, Pandit Madan Mohan Malaviya Sarani, Kolkata-700 020 measuring 2.88 Square Meters or 31 Square Feet and registered the same with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No. 1, Pages 1 to 20, Being No. 09088 for the year 2005.
5. In the premises, the Vendor hereto Swastik Projects Pvt. Ltd. has become the owner of the said erstwhile premises No. 75, Pandit Madan Mohan Malaviya Sarani, (formerly 75, Chakraberia Road (North)), Kolkata measuring 10 Cottahs 07 Chittacks 12 Square feet more or less and its name is duly mutated in the records of the Kolkata Municipal Corporation.

b. Facts about devolution of title to the Divided Demarcated Eastern Part of Erstwhile premises No. 75/1 Pandit Madan Mohan Malaviya Sarani, Kolkata {formerly 75/1, Chakraberia Road (North), Kolkata} measuring 06 Cottahs 05 Chittacks and 24 Square feet more or less in favour of the Vendor hereto:

1. At all material times, United Church of Northern India was the absolute owner of the entire Erstwhile premises No. 75/1, Chakraberia Road (North), Kolkata found to contain upon actual survey and measurement an area of 12



Cottahs 05 Chittacks 24 Square feet more or less, but documents of title said to contain an area of 13 Cottahs 02 Chittacks more or less.

2. By a Deed of Conveyance dated 14<sup>th</sup> September 1994 and registered with the Additional District Sub Registrar, Allpore in Book No. I Volume No. 47, Pages 283 to 298 Being No. 2049 for the year 1994, United Church of Northern India, for the consideration therein mentioned, granted sold conveyed and transferred a Divided Demarcated Eastern Part of Erstwhile Premises No.75/1, Chakraberia Road (North), Kolkata 700020 containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less in favour of Sharma Construction and Investment Private Limited absolutely and forever.
3. By five several Deeds of Conveyance all dated 6<sup>th</sup> January 1999 and all registered with the Additional Registrar of Assurances-I, Calcutta, the said Sharma Construction and Investment Private Limited, for the consideration therein mentioned respectively, granted sold conveyed and transferred undivided one-fifth part or share of and in the said Divided Demarcated Eastern Part of Erstwhile Premises No.75/1, Chakraberia Road (North), Kolkata 700020 containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less to each Bharat K. Shah, Bhavna B. Shah, Bhupendra K. Shah, Sumankanta Shah and Nita Shah individually and severally, absolutely and forever, particulars of such five Deeds of Conveyance are mentioned below:
  - (i) Deed of Conveyance dated 6<sup>th</sup> January 1999 registered in Book I Volume 126 Pages 316 to 331 Being No. 4701 for the year 1999 conveying one-fifth undivided share therein in favour of Bharat K. Shah;
  - (ii) Deed of Conveyance dated 6<sup>th</sup> January 1999 registered in Book I Volume 126 Pages 300 to 315 Being No. 4700 for the year 1999 conveying one-fifth undivided share therein in favour of Bhavna B. Shah;
  - (iii) Deed of Conveyance dated 6<sup>th</sup> January 1999 registered in Book I Volume 126 Pages 363 to 371 Being No. 4704 for the year 1999 conveying one-fifth undivided share therein in favour of Bhupendra K. Shah.





- (iv) Deed of Conveyance dated 6<sup>th</sup> January 1999 registered in Book I Volume 126 Pages 347 to 362 Being No. 4703 for the year 1999 conveying one-fifth undivided share therein in favour of Sumankanta Shah;
- (v) Deed of Conveyance dated 6<sup>th</sup> January 1999 registered in Book I Volume 126 Pages 332 to 346 Being No. 4702 for the year 1999 conveying one-fifth undivided share therein in favour of Nita Shah; and
4. By a Deed of Conveyance on 7<sup>th</sup> May 2008 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume 23, Pages from 7805 to 7824 Being No. 10925 for the year 2011, the said Bharat K. Shah, Bhavna B. Shah, Bhupendra Shah, Sumankanta Shah and Nita Shah jointly granted sold conveyed and transferred the said Divided Demarcated Eastern Part of Erstwhile Premises No.75/1 Pandit Madan Mohan Malviya Sarani, Kolkata (formerly premises No.75/1, Chakraberia Road (North), Kolkata) containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less to the Vendor hereto Swastik Projects Private Limited absolutely and forever.
5. In the premises, the Vendor hereto has become the owner of the Divided Demarcated Eastern Part of the said Erstwhile Premises No. 75/1, Pandit Madan Mohan Malviya Sarani, Kolkata (formerly Chakraberia Road (North), Kolkata) measuring 06 Cottahs 05 Chittacks 24 Square feet more or less.
- c. Amalgamation of Premises No. 75/1/A Pandit Madan Mohan Malviya Sarani, Kolkata with the Erstwhile Premises No.75, Pandit Madan Mohan Malviya Sarani, Kolkata:
1. Out of the said 06 Cottahs 05 Chittacks 24 Square feet landed property contained in the said Divided Demarcated Eastern Part of the said Erstwhile Premises No. 75/1, Pandit Madan Mohan Malviya Sarani, Kolkata, landed property measuring 05 Cottahs 15 Chittacks and 13 Square feet more or less was separately reassessed and renumbered by the Kolkata Municipal Corporation as premises No. 75/1/A, Pandit Madan Mohan Malviya Sarani, Kolkata and the name of the Vendor hereto Swastik Projects Pvt. Ltd. was



mutated as owner in respect thereof in the records of the Kolkata Municipal Corporation.

2. At the requisition of the Vendor hereto, the said Premises No.75/1/A Pandit Madan Mohan Malviya Sarani, Kolkata measuring 05 Cottahs 15 Chittacks 13 Square feet more or less has been amalgamated and merged with the Erstwhile Premises No. 75, Pandit Madan Mohan Malviya Sarani, Kolkata measuring 10 Cottahs 07 Chittacks 12 Square feet more or less vide Municipal Commissioner Order dated 9<sup>th</sup> December 2013 and communicated to the Vendor hereto Swastik Projects Private Limited vide Kolkata Municipal Corporation letter No. A/XXV A/069/414 dated 8<sup>th</sup> May 2014. Upon such amalgamation, the amalgamated premises continued to be numbered as premises No.75, Pandit Madan Mohan Malviya Sarani, Kolkata containing in aggregate an area of 16 Cottahs 06 Chittacks and 25 Square Feet more or less.
- C. 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 "**Bodhi**" or such name as be decided by the Promoter.
- D. 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 or have been completed;
- E. The construction of a ground plus nine storied Building at the said Premises has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2014080084 dated 15.12.2014.
- F. The Promoter has obtained the final layout plan, sanction plan, specifications, and approvals for the Project and also for the apartment, plot, or building as the case may be from The Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except the strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- H. The Allottee has 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/Building/Block) No. \_\_\_\_\_ along with Covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square feet in the





\_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas (Common Areas) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises and the Building Plan and the plans, designs and specifications prepared by the Promoter's Architect Sri Indranil Ghosh of 7B, S. P. Mukherjee Road, Kolkata-700026 and of such other documents as are specified under the Act. 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 hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Allotted Apartment and the covered parking as per specified in para G.

**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 Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment as specified in Para G.
- 1.2 The Total Price for the [Apartment / Plot] based on the Carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ('TOTAL PRICE') as follows:





1.2.1 The Consideration for the Allotted Apartment based on carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (hereinafter referred to as "**Consideration for Apartment**").

Apartment No. _____ Type ____ BHK Floor _____	Rate of Apartment including Servant Room per square foot of carpet area: Rs. _____/-
Cost of Apartment:	Rs. _____/-
Cost of Servant Room:	Rs. _____/-
Cost of exclusive balcony or verandah area:	Rs. _____/-
Cost of exclusive open terrace. Only 40% of the total area is considered as carpet area as the same is chargeable area:	Rs. _____/-
Cost of car parking space:	Rs. _____/-
<b>Total :</b>	Rs. _____/-

1.2.2 **Extras and Deposits:** The Total Extras and Deposits payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras and Deposits**"):

1. <b>Charges for power connection for the Premises:</b> This amount	Rs. _____
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<p>is payable as Allottee's share of all costs, incidentals, charges and expenses including consultancy charges as be incurred by the Promoter for procuring power connection for the Premises from CESC Ltd. including Proportionate share of the Security Deposit payable to CESC Limited in respect of one or more common meters for the Common Areas and Facilities.</p>	
<p>2. <b>Deposit for Allotted Apartment Meter:</b> Security Deposit directly to CESC Limited as may be demanded by CESC Limited on account of individual meter for the Allotted Apartment.</p>	<p>On Actuals.</p>
<p>4. <b>Power Back-Up charges</b> for providing full power back up to</p>	<p>Rs. _____</p>





<p>common services and 6 KWS power to the apartment during power cut/load shedding.</p>	
<p>5. <b>Legal and Documentation Charges</b> directly to the Projects Advocates</p>	<p>Rs. _____/-  50% to be paid at the time of Agreement and balance 50% at the time of Deed of Conveyance.</p>
<p>6. <b>Maintenance Charges Deposit:</b> This amount is payable for 12 months advance maintenance charges, for the Allotted Apartment. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deems fit and proper.</p>	<p>Rs. _____</p>
<p>7. <b>Sinking Fund</b> - This amount is payable as</p>	<p>Rs.100/- per sq. ft.</p>



funds for future repairs, replacement, improvements and developments in the said Project.	
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**EXPLANATION:**

- (i) The total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment;
- (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 Allotted Apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the Completion Certificate from The Kolkata Municipal Corporation;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such change / modification;

Provided further that if there is any increase in 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 not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2.1 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the act/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;





(iv) The Total Price of Allotted Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, Internal Development Charges, External Development Charges, Taxes, Cost of Providing Electric Wiring, Electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payment of instalments payable by the allottee by discounting such early payments @ 6% Per Annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations 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 conformity with the advertisement, prospectus etc. on the basis of which sale is effected)



in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

- 1.7** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee 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 the carpet area shall be recalculated upon the confirmation by the Promoter. If there is reduction in the carpet area then the Promoter 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 any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2.1 of this Agreement.
- 1.8** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Allotted 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 can not be divided or separated, the Allottee shall use the Common Area 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical





connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas. Maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities, and specification to be provided within the apartment and the Project;

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment as the case may be.

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

**1.10.** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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 therefore by such authority or person.

**1.11.** The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only as booking amount being part payment towards the Total Price of the Apartment 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 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 allottee delays in payment



towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all the payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule [through A/C Payee Cheque / Demand Draft / Bankers Cheque or Online Payment (as applicable)] in favor of Swastik Projects Private Limited payable at Kolkata:

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and Regulations made thereunder or any statutory amendments / modifications / made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of The Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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 Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment





applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

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

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

The Allottee has seen the proposed layout plan, specification, amenities and facilities of the [Apartment / Plot] 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 Kolkata Municipal Corporation 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 APARTMENT / PLOT:**

**7.1.** Schedule for possession of the said apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of the Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 30<sup>th</sup> September 2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other





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

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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 Kolkata Municipal Corporation, shall offer in writing the possession of the allotted apartment, to the Allottee 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 favor of allottee 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 Allottee in case of failure of fulfillment of any of the provisions, formalities, documentations on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per Para 7.2., the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take



possession within the time provided in Para 7.2 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 and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the Competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within 30 (Thirty) days after obtaining the Completion Certificate].

**7.5. Cancellation by Allottee** – The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The Balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

**7.6. Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 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 developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (Forty-five) days of its becoming due;

Provided that where if the Allottee does not intent to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month delay, till the handing over the possession of the





Apartment which shall be paid by the promoter 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;
- (iv) There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project, or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 in laws in relation to the Project, said Land, Building and Apartment 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 or any other agreement/arrangement with any person or party with respect to the said land including the Project and the said apartment which will, in any manner, affect the rights or Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee 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 to the Allottee and the common areas to the association of the 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 Scheduled Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other





outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building as the case may be, along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over the allottee and the association of Allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Premises and/or the 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 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 a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules of regulations made thereunder.

**9.2.** In ease of Default by Promoter under the conditions 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 Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (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 45 (Forty-five) days of receiving the termination notice;

Provided that where an Allottee does not intent 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 the Possession of the Apartment, which shall be paid by the Promoter to the Allottee within 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 Promoter as per the Payment Plan as annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continuous for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the allottee about such termination at least 30 (Thirty) days prior to such termination.

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

The Promoter on receipt of total price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the allotted apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.





**11. MAINTENANCE OF THE SAID PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Allotted Apartment.

**12. DEFFECT LIABILITY:**

It is agreed in the case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over the possession, it shall be duty of the Promoter to rectify such defects without further charges, within 30 (Thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/maintenance agency/association of Allottees shall have rights to unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter in 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:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG Set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 Allottees for rendering maintenance services.





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

- 15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the allotted apartment as 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 apartment, or the staircases, lift, 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 Allotted Apartment and keep the Allotted Apartment, its walls and partitions, sewer, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, sheiter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name plate, neon light, publicity material or advertisement materials etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color 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 Allottees shall not store any hazardous or combustible goods in the Allotted 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 Allotted Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## **16. COMPLIANCE OF LAWS, NOTIFICATIONONS ETC. BY PARTIES:**

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

## **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has not 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(ies) and disclosed, except for as provided in the Act.



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

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972. The Promoter showing compliance of various laws regulations as applicable in the said West Bengal Apartment Ownership Act 1972.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Additional Registrar of Assurances-I or District Sub Registrar - III at Alipore, South 24 Parganas, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Additional Registrar of Assurances-I for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount 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 said apartment, 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 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 Allotted Apartment and the Project shall equally be applicable to the enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.

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

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

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 the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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:**

Whenever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be



the proportion which the carpet area of the Allotted Apartment bears to the total carpet area of all the Allotted Apartments 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurances-I or District Sub Registrar – III at Allpore South 24 Parganas. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

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

\_\_\_\_\_ Name of the Allottee

\_\_\_\_\_ Allottee Address

M/S Swastik Projects Private Limited (Promoter name)

12, Shakespeare Sarani, Kolkata – 700 071 (Promoter Address)

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





**30. JOINTALLOTTEES:**

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

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

*[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 derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]*

**IN WITNESS THEREOF** 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:

Promoter:

(1) Signature \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
Photograph



Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (Including joint buyers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
Photograph

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
Photograph

At \_\_\_\_\_ on \_\_\_\_\_ In  
the presence of:

WITNESS

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_





**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SAID PREMISES)**

**ALL THAT** piece or parcel of land containing an area of 16 Cottahs 06 Chittacks 25 Square feet more or less situate lying at and being Premises No. 75 Pandit Madan Mohan Malaviya Sarani {formerly known as Chakraberla Road (North)}, Police Station Ballygunge, Post Office Elgin Road, Kolkata-700 020, within Ward No.69 of the Kolkata Municipal Corporation, within the jurisdiction of the Additional Registrar of Assurances - I and/or District Sub-Registrar-III, Alipore, South 24 Parganas, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

On the **North** : By municipal passage;

On the **South** : By municipal covered drainage;

On the **East** : By municipal road named Pandit Madan Mohan Malaviya Sarani;

On the **West** : By municipal premises No. 75/1/B Pandit Madan Mohan Malaviya Sarani.

**Or Howsoever Otherwise** the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(ALLOTTED APARTMENT)**

**ALL THAT** the residential flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ side on the \_\_\_\_\_ floor having a carpet area of \_\_\_\_\_ Square feet more or less Together With the exclusive Balcony/Verandah attached thereto having a carpet area of \_\_\_\_\_ Square feet, the exclusive Open Terrace if any attached thereto (and if so it having a carpet area of \_\_\_\_\_ Square feet and one Servant Room No. ....



on the first floor having a carpet area of \_\_\_\_ Square feet (all aggregating to carpet area of \_\_\_\_ Square feet and total built-up area whereof being \_\_\_\_\_ Square feet more or less and total super built-up area whereof being ..... Square feet more or less), in the Building named **BODHI** at the said Premises No. 75 Pandit Madan Mohan Malaviya Sarani, Kolkata - 700020 and the said Flat, Balcony/Verandah and Open Terrace, if any attached to the Flat and the servant room are shown in the Plans annexed hereto, being Annexure 'B' and "C", and the duly bordered thereon in "**RED**" and "**YELLOW**" respectively.

**TOGETHER WITH** the right to park car(s) in the space having a covered area of 135 sq.ft. at the sanction **Covered / Open Parking Slot** as shown in the plan annexed hereto being Annexure "C" duly bordered therein in "**BLUE**".

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)**

The Total Consideration amount of Rs. \_\_\_\_\_, for the Allotted Apartment mentioned in clause 1.2 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:





**PAYMENT SCHEDULE**

Timeline	Percentage of said Total Consideration	GST @5%	Total
On execution of agreement for sale	10% being Rs.	Rs.	Rs.
On completion of piling work	10% being Rs.	Rs.	
On completion of 2 <sup>nd</sup> floor casting	10% being Rs.	Rs.	
On completion of 4 <sup>th</sup> floor casting	10% being Rs.	Rs.	
On completion of 6 <sup>th</sup> floor casting	10% being Rs.	Rs.	
On completion of 8 <sup>th</sup> floor casting	10% being Rs.	Rs.	
On completion of 10 <sup>th</sup> floor casting	10% being Rs.	Rs.	
On completion of brickwork	10% being Rs.	Rs.	
On completion of inside plastering, flooring, electricals and plumbing of the said Apartment	10% being Rs.		



On notice of Possession	10% being Rs.		
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It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment .At present, GST rate is 5% and accordingly the same as such is mentioned in this schedule.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(SPECIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE ALLOTTED APARTMENT)**

- **Structure:** Earthquake resistant RCC Super Structure.
- **Lobby:** Ground Floor Lobby with Italian Marble. Floor Lobby will be Granite / Marble.
- **Staircase:** Staircase with Granite.
- **External Wall Finish:** Tiles / Weather Shield paint and / or Texture Coating finish as per design of the Architect.
- **Flooring:** Italian Marble in Living / Dining Space, Bedrooms, Balcony& kitchen. Skid Resistant vitrified tiles in Toilets.
- **Doors:**  
Main Door: Quality wooden frames and hot processed phenol bonded pasted with both side Veneer shutters. Cylindrical Lock and Video Door Phone  
Internal Doors: Quality wooden frames and hot processed phenol bonded shutters fitted with Mortis Lock& pasted with both side veneer.
- **Windows:** UPVC Casement Windows.





- **Electricals:** Concealed copper wiring with modular switches, provision for AC points, TV Points, and Telephone socket in Living / dining and all bedrooms. Washing machine point along with provision for inlet / outlet.
- **Toilets:** Tiles up to door height. Hot and cold-water point. Wall hanging WC with concealed cistern and basin of reputed make. Elegant CP fittings of reputed make.
- **Kitchen:** Granite-top platform with stainless steel sink. Glazed tiles dado up to 2ft. above working platform. Provision for Exhaust and Water purifier points.
- **Renewable Energies:** Solar panels and solar water heater for providing running hot water to each apartment.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(SPECIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT)**

1. Essentials and facilities:

- a) Driveways.
- b) Lobbies and Staircases of the Building and stair head rooms.
- c) Two high speed with stainless steel body lifts with lift room and lift installations.
- d) Multipurpose Hall.
- e) Roof
- f) Entry and Exit main gates
- g) Boundary walls.

2. Water and Plumbing:

- a) Underground water reservoirs and Overhead tanks.
- b) Water pipelines connecting the underground water reservoir with overhead water tank.
- c) Water pipelines from overhead water tank connecting to each flat.
- d) Water pump for lifting water

### 3. Electrical Installations:

- a) Wiring and accessories for lighting of Common Portions.
- b) Electrical Installations for receiving electricity from CESC Limited.
- c) Diesel Generator set for providing power to common services and individual apartments during power failure and/or load shedding.
- d) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities.

### 4. Renewable Energy:

- a) Solar panel for providing power in the common areas.
- b) Solar water heater to provide running hot water in each apartment.

### 5. Fire Safety Installation:

- a) Wet risers and dry risers with wall and other fittings.
- b) pump for drawing water from the underground water reservoir along with one spare pump and one jockey pump.
- c) Fire alarms.
- d) High drains and other accessories.
- e) Fire Refuge area at the 7<sup>th</sup> Floor level for evacuating the building inmates during fire break out and other emergencies.





6. Emergency Evacuation:

In case of fire break out and other emergencies the inmates of the project will be evacuated from the fire refuge area to outside the building and from there to the KMC metallic road.

7. Drains:

a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.

b) Drainage connection from master trap to KMC drain lines.

8. Common Toilets with fittings and fixtures.

9. Land contained in the said Premises.

10. Others: Other areas and installations and/or equipment, if any, as are provided in the Building and/or Premises for common-use and enjoyment of the residents.

