

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** Executed on this \_\_\_\_\_ Day of.....Two  
Thousand Nineteen, 2019

**BY AND BETWEEN**

**VENDOR:**

**SHIV NIKETAN LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Bhutoria working for gain at Shiv Niketan Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. SheakspearSarani, Kolkata-700 071 hereinafter called referred to as “**THE OWNER**’ (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 **FIRST PART.**

**AND**

**ALLOTTEE/PURCHASER’S:**

(1) \_\_\_\_\_ (PAN: \_\_\_\_\_),  
son/daughter/wife/husband of \_\_\_\_\_, by faith- \_\_\_\_\_, by

occupation-Service, By Nationality - Indian, residing at .....  
 and (2) ....., (PAN: .....),  
 son/daughter/wife/husband of ....., by faith-\_\_\_\_\_, by  
 occupation-....., By Nationality - Indian, residing at  
 ....., West Bengal, hereinafter collectively referred to as  
 “ALLOTTEE (which expression shall unless excluded by or repugnant to the context be  
 deemed to mean and include their respective successors /interest and/or assigns) of the  
SECOND PART.

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

"Parties" shall mean collectively the Seller and the Purchaser and "Party" means each of the  
 Seller and the Purchaser individually

#### **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 vide No. ...., more fully described in  
 schedule;

F. “Bungalow Plan” shall mean the plan for construction of the New Bungalow  
 sanctioned by \_\_\_\_\_ vides Bungalow Permit No. \_\_\_\_\_ dated \_\_\_\_\_ 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 Building Complex  
 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. **“Owner”** shall mean **SHIV NIKETAN LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AA ECS3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakaash Bhutoria working for gain at Shiv Niketan Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700 071 and include its successors or successors-in-office and/or assigns;

I. **“Common areas “** mean

- i) The entire land for the Bungalow 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 staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
- iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- 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, ;
- vi) The water tanks, sumps, motors, fans, compressors, and all apparatus connected with installation for common us;
- vii) All community and commercial facilities as provided in the real estate project;
- viii) All other portion of the project necessary or convenient for it’s maintenance, safety, etc. and in common us;
- j. **“Allottee”** shall mean one or more Allottees 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 Allottee 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 **SHIV NIKETAN LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700 071 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**

**SECTION - II # RECITALS:**

**Ref. No.: 58**

At all material point of time one Late Jatindra Nath Bangal alias Ghosh was the recorded owner of ALL THAT piece and parcel of land admeasuring about 30.67 Decimal of land at Dag No. R.S. & L.R. Dag No. 11 and 21 Decimal of land at R.S. & L.R. Dag No. 12, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas

Thereafter, Jitendra Nath Bangal died intestate leaving behind surviving his sons Sri Jugal Kishor Bangal alias Ghosh, Sri Subal Chandra Bangal alias Ghosh, Sri Bimal Kumar Bangal alias Ghosh, Sri Shyamal Kumar Bangal alias Ghosh as his only legal heirs. Also during the lifetime of their father Sri Jitendra Nath Bangal sold transferred and conveyed on 02.08.1982 some portion of land to his son namely Sri Jugal Kishor Bangal alias Ghosh, Sri Subal Chandra Bangal alias Ghosh, Sri Bimal Kumar Bangal alias Ghosh, Sri Shyamal Kumar Bangal alias Ghosh. The said was registered at the office of A.D.S.R. Bishnupur recorded in book no. 1, volume 79, pages from 10-19 being deed no. 6488 dated 1982.

AND WHEREAS said Jugal Kishor Bangal alias Ghosh and others by a registered Deed of Conveyance dated 07.07.2009 registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 13, Pages from 2776 to 2786, being No. 03810 for the year 2009 sold transferred and conveyed 30.67 Decimal of land comprised under R.S Dag No. 11 corresponding to L.R. Dag No. 11 and 21 Decimal of land comprised under R.S. Dag No. 12 corresponding to L.R. Dag No. 12, to M/S. SHIV NIKETAN PVT. LTD represented by one of its Director Sri Lalit Kumar Bhutoria.

*( Out of 30.67 Decimal in Dag no. 11, project area is 22.50 Decimal)*

**Ref. No.: 29**

At all material point of time one Atul Krishna Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 14) of ALL THAT piece and parcel of land admeasuring about 3 Decimal of land Comprised in R.S. & L.R. Dag No. 13, and 2 Decimal of land comprised in R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 20, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas

Thereafter, Sri Atul Krishna Mondal died intestate leaving behind surviving his son Sri Panchanan Mondal as the only the legal heir who inherited the property left by his father

By a Deed of Conveyance date 02.03.2009, Sri Panchanan Mondal sold transferred and conveyed all that piece and parcel of land mentioned above along with some other portion of land to M/S. SHIV NIKETAN PVT. LTD, represented by one of its Director Sri Lalit Kumar Bhutoria. The said Deed was registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 5, Pages from 2604 to 2615, being No. 01171 for the year 2009

**Ref. No.: 31**

At all material point of time one Nagendra Nath Mondal was the recorded owner of ALL THAT piece and parcel of Sali land admeasuring about 7 Decimal of land at R.S. & L.R. Dag No. 13, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1.50 Decimal at R.S. & L.R. Dag No. 20, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas

Thereafter, Sri Nagendra Nath Mondal died intestate leaving behind surviving his son Sri Kalipada Mondal, who inherited the property left by him and said Kalipada Mondal by a registered deed of conveyance dated 23.03.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 7, Pages from 3362 to 3373, being No. 01713 for the year 2009 sold and transferred 1 Decimal of land at R.S. & L.R. Dag No. 13, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1.50 Decimal at R.S. & L.R. Dag No. 20, and 0.50 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD represented by its director Sri Lalit Kumar Bhutoria.

**Ref. No.: 42**

One Sunit Naskar, Anit Naskar, Ashim Naskar, Ashit Naskar, Shefali Naskar by a registered Deed of Conveyance dated 30.09.1996 registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 34, Pages from 355 to 360, being No. 3326 for the year 1996 purchased 3 Decimal of land with other land from one Panchu Charan Mondal.

Thereafter, said Sunit Naskar, Anit Naskar, Ashim Naskar, Ashit Naskar, Shefali Naskar by virtue of aforesaid purchase and seized and possessed of or sufficiently entitled to transfer the said property.

AND WHEREAS Sunit Naskar, Anit Naskar, Ashim Naskar, Ashit Naskar, Shefali Naskar by a registered Deed of Conveyance dated 18.05.2009 registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 10, Pages from 1539 to 1553, being No. 02747 for the year 2009 sold and transferred 3 Decimal of land at R.S. & L.R. Dag No. 13, to M/S. SHIV NIKETAN PVT. LTD represented by one of its Director Sri Lalit Kumar Bhutoria.

**Ref. No.: 73**

WHEREAS Sudhir Kumar Naskar by a registered deed of conveyance dated 13.12.1989 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 76, Pages from 127 to 132, being No. 06357 for the year 1989 sold and transferred 4.67 Decimal of land to Asit Kumar Sardar.

AND WHEREAS said Asit Kumar Sardar by a registered deed of conveyance dated 20.10.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 17, Pages from 4264 to 4272, being No. 05543 for the year 2009 sold and transferred 4.67 Decimal of land at R.S. & L.R. Dag No. 13, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 20, and 1 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD represented by Sri Lalit Kumar Bhutoria.

**Ref. No.: 87**

At all material point of time one Nagendra Nath Mondal was the recorded owner of ALL THAT piece and parcel of land admeasuring about 1 Decimal of land at R.S. & L.R. Dag No. 13, along with some other portion of land in different dag situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas

WHEREAS Sri Sonatan Mondal, the legal heir of his father late Nagendra Nath Mondal and inheriting the property left by him the said Sonatan Mondal by a registered deed of

conveyance dated 15.12.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 21, Pages from 294 to 303, being No. 06692 for the year 2009 sold and transferred 1 Decimal of land at R.S. & L.R. Dag No. 13, along with some other portion of land in different dag to M/S. SHIV NIKETAN PVT. LTD represented by one of its Director Sri Lalit Kumar Bhutoria.

**Ref. No.: 88**

WHEREAS Juthistir Mondal and Saila Bala Mondal and others by a registered deed of conveyance dated 21.01.1987 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, being No. 1364 for the year 1987 sold transferred and conveyed 1 Decimal of land comprised in Dag no. 20 and 2 Decimal of land comprised in Dag no. 13 and 2 Decimal land comprised in R.S. & L.R. Dag No. 19 along with some other portion of land in different dag situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas to Madhuri Mondal.

Thereafter, Madhuri Mondal by a registered deed of conveyance dated 21.12.2009 sold transferred and conveyed all that piece and parcel of land admeasuring 1 Decimal of land comprised in Dag no. 20 and 2 Decimal of land comprised in Dag no. 13 and 2 Decimal land comprised in R.S. & L.R. Dag No. 19 along with some other portion of land in different dag situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas to M/S. SHIV NIKETAN PVT. LTD. The said Deed was registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 21, Pages from 1249 to 1257, being No. 06765 for the year 2009.

**Ref. No.: 89**

At all material point of time one Nagendra Nath Mondal was the recorded owner under of ALL THAT piece and parcel of land admeasuring about 0.50 Decimal of land at R.S. & L.R. Dag No. 13, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas

WHEREAS Sri Sonatan Mondal, Smt. Santi Sardar, Smt. Tukuri Naskar, , Late Kalipada Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, legal heirs inheriting the property left by their father and mother Late Nagendra Nath Mondal, Smt. Sumita Mondal.



WHEREAS Kalipada Mondal died intestate, Sri Pradip Mondal son of Late Kalipada Mondal, Kumari Ashima Mondal daughter of Late Kalipada Mondal, Smt. Kalyani Mondal Wife of Late Kalipada Mondal as the only legal heirs inheriting the proportion of land left by Late Kalipada Mondal.

AND WHEREAS said Sri Sonatan Mondal, Smt. Santi Sardar, Smt. Tukuri Naskar, Sri Pradip Mondal son of Late Kalipada Mondal, Kumari Ashima Mondal daughter of Late Kalipada Mondal, Smt. Kalyani Mondal Wife of Late Kalipada Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, by a registered deed of conveyance dated 15.12.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 21, Pages from 732 to 747, being No. 06721 for the year 2009 transferred and conveyed all that piece and parcel of land admeasuring 0.50 Decimal of land at R.S. & L.R. Dag No. 13 along with some other portion of land in different dag situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas, to M/S. SHIV NIKETAN PVT. LTD represented by one of its Director Sri Lalit Kumar Bhutoria.

**Ref. No. 90**

At all material point of time one Kalipada Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 171) of ALL THAT piece and parcel of land admeasuring about 1 Decimal of land at R.S. & L.R. Dag No. 13, and 2 Decimal at R.S. & L.R. Dag No. 14, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas

WHEREAS Sri Pradip Mondal, Kumari Ashima Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, legal heirs inheriting the property left by their father Late Kalipada Mondal.

AND WHEREAS said Sri Pradip Mondal, Kumari Ashima Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, by a registered deed of conveyance dated 15.12.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 21, Pages from 707 to 718, being No. 06691 for the year 2009 sold and transferred 1 Decimal of land at R.S. & L.R. Dag No. 13, and 2 Decimal at R.S. & L.R. Dag No. 14, land to M/S. SHIV NIKETAN PVT. LTD.

**Ref. No.: 93**

At all material point of time one Jatindra Nath Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 598) of ALL THAT piece and parcel of land admeasuring about 2 Decimal of land at R.S. & L.R. Dag No. 13, and 3 Decimal at R.S. & L.R. Dag No. 14, and 2 Decimal of land at R.S. & L.R. Dag No. 19, and 1 Decimal land at R.S. & L.R. Dag No. 20, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas.

WHEREAS Sri Biswanath Mondal, the legal heir of his father late Jatindra Nath Mondal and inheriting the property left by him and said Biswanath Mondal by a registered deed of conveyance dated 30.12.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 22, Pages from 199 to 209, being No. 06928 for the year 2009 sold and transferred 2 Decimal of land at R.S. & L.R. Dag No. 13, and 3 Decimal at R.S. & L.R. Dag No. 14, and 2 Decimal of land at R.S. & L.R. Dag No. 19, and 1 Decimal land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

**Ref. No.: 95**

At all material point of time one Jatindra Nath Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 598) of ALL THAT piece and parcel of land admeasuring about 2.33 Decimal of land at R.S. & L.R. Dag No. 13, and 3.17 Decimal at R.S. & L.R. Dag No. 14, and 1.73 Decimal at R.S. & L.R. Dag No. 19, and 1.27 Decimal land at R.S. & L.R. Dag No. 20, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas.

WHEREAS Sri Bishnupada Mondal, the legal heir of his father late Jatindra Nath Mondal and inheriting the property left by him and said Bishnupada Mondal by a registered deed of conveyance dated 12.01.2010, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 2, Pages from 172 to 179, being No. 00204 for the year 2010 sold and transferred 2.33 Decimal of land at R.S. & L.R. Dag No. 13, and 3.17 Decimal at R.S. & L.R. Dag No. 14, and 1.73 Decimal at R.S. & L.R. Dag No. 19, and 1.27 Decimal land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

**Ref. No.: 96(A)**

At all material point of time one Pachu Gopal Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 446) of ALL THAT piece and parcel of land admeasuring about 5.33 Decimal of land at R.S. & L.R. Dag No. 14, and 3.17 Decimal of land at R.S. & L.R. Dag No. 19, and 2.33 Decimal of land at R.S. & L.R. Dag No. 20,

situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas.

WHEREAS Sri Sunil Kumar Mondal, Sri Madan Mohan Mondal, Sri Mantu Charan Mondal, son of Late Pachu Gopal Mondal, Smt. Sarala Bala Mondal wife of Late Sushil Kumar Mondal, Sri Jaganath Mondal, Sri Manabendra Mondal, Sri Susanta Mondal all are sons of Late Sushil Kumar Mondal legal heirs inheriting the property left by their fathers namely Pachu Gopal Mondal and Late Sushil Kumar Mondal.

AND WHEREAS said Sri Sunil Kumar Mondal, Sri Madan Mohan Mondal, Sri Mantu Charan Mondal, Smt. Sarala Bala Mondal, Sri Jaganath Mondal, Sri Manabendra Mondal, Sri Susanta Mondal, by a registered deed of conveyance dated 29.04.2010 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 7, Pages from 4754 to 4766, being No. 02355 for the year 2010 sold and transferred 5.33 Decimal of land at R.S. & L.R. Dag No. 14, and 3.17 Decimal of land at R.S. & L.R. Dag No. 19, and 2.33 Decimal of land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

**Ref. No.: 83**

At all material point of time one Uttam Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 188) of ALL THAT piece and parcel of land admeasuring about 3.17 Decimal of land at R.S. & L.R. Dag No. 19, and 2.33 Decimal at R.S. & L.R. Dag No. 20, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bishnupur, in the District South 24 Parganas.

Thereafter, Uttam Mondal died intestate leaving behind surviving his son Kinuram Mondal as the only legal heirs.

WHEREAS Sri Kinuram Mondal, the legal heir of his father Late Uttam Mondal and inheriting the property left by him and said Kinuram Mondal by a registered deed of conveyance dated 10.12.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 20, Pages from 1549 to 1558, being No. 06551 for the year 2009 sold and transferred 3.17 Decimal of land at R.S. & L.R. Dag No. 19, and 2.33 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

**Ref. No.: 76**

At all material point of time one Jogendra Nath Naskar was the recorded owner (being name recorded under L.R Kri Khatian no. 723) of ALL THAT piece and parcel of land

admeasuring about 14.5 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bhishnupur, in the District South 24 Parganas.

WHEREAS Bimalendu Naskar is one and only legal heir inheriting the property left by his father Late Jogendra Nath Naskar.

By and through a registered Deed of Conveyance dated 5<sup>th</sup> November, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 18, Pages from 4295 to 4305, being No. 05939 for the year 2009 made between Bimalendu Naskar son of Late Jogendra Nath Naskar, herein referred to as the vendors of the one part sold , transferred and conveyed all that piece and parcel of Sali land admeasuring 14.5 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, Khatian No. 723 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. Being director Lalit Bhutoriatherein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner.

**Ref. No.: 79**

At all material point of time one Budheswar Naskar was the recorded owner (being name recorded under L.R Kri Khatian no. 723) of ALL THAT piece and parcel of land admeasuring about 28 7/8 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bhishnupur, in the District South 24 Parganas.

Thereafter, Budheswar Naskar died intestate leaving surviving his son Prabhas Naskar who subsequently inherited the above mentioned property.

By and through a registered Deed of Conveyance dated 23<sup>rd</sup> November, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 19, Pages from 1961 to 1970, being No. 06180 for the year 2009 made between Prabhas Naskar son of Late Budheswar Naskar herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 28 7/8 decimals

be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, Khatian No. 501 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

**Ref. No.: 81**

While Shri Uday Naskar inherited the said property from his father Late Subhas Chandra Naskar, and duly owned and possessed the same, subsequently sold to one Shri Bimal Kumar Bose (by a registered deed of conveyance duly dated 5945 for the year 2006 executed and registered at the office) of ALL THAT piece and parcel of land admeasuring about 29 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, situated and lying at Mouza Nawabad, J.L No. 22, P.S. Bhishnupur, in the District South 24 Parganas.

By and through a registered Deed of Conveyance dated 1<sup>st</sup> December, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 19, Pages from 4227 to 4247, being No. 06325 for the year 2009 made between Sri Bimal Kumar Bose son of Late Bibhuti Ranjan Bose herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 29 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, L.R. Khatian No. 944 and R.S. Khaitan No. 298 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1303.

**Ref. No.: 96**

At all material point of time one Srikanta Naskar was the recorded owner (being name recorded under L.R Kri Khatian no. 479) of ALL THAT piece and parcel of land admeasuring about 9 <sup>2</sup>/<sub>3</sub> decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bhishnupur, in the District South 24 Parganas.

Thereafter Sri Srikanta Naskar Died intestate leaving behind surviving his one son Pulan Chandra Naskar who inherited the above mentioned property.

By and through a registered Deed of Conveyance dated 2<sup>nd</sup> March, 2010 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 5, Pages from 2056 to 2068, being No. 01484 for the year 2010 made between Sri Pulan Chandra Naskar son Late Srikanta Naskar herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 9 2/3 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, Khaitan No. 479 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1303.

**Ref. No.: 62**

At all material point of time one Maharaj Mondal was the recorded owner (being name recorded under L.R Kri Khatian no. 707) of ALL THAT piece and parcel of land admeasuring about 22.50 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, situated and lying at Mouza Uttar Kajirhat, J.L No. 22, P.S. Bhishnupur, in the District South 24 Parganas.

Thereafter, Sri Maharja Mondal died intestate leaving behind surviving his two sons Sri Bipin Bihari Mondal and Sri Birendra Nath Mondal and one daughter Smt. Paribala Naskar.

By and through a registered Deed of Conveyance dated 21<sup>st</sup> July, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 14, Pages from 1481 to 1491, being No. 04116 for the year 2009 made between Sri Bipin Bihari Mondal and Sri Birendra Nath Mondal son of Late Maharaj Mondal and Smt. Paribala Naskar Wife of Dayal Chandra Naskar herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 22 1/2 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 110, J.L. No. 22, Touzi No. 3, 4, 5, Khatian No. 668 and 669 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser represented by one of its director Sri Lalit Kumar

Bhutoria. Thereafter, Shiv Nikatan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as an absolute owner.

Vendors jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of land containing an area measuring 181.30 (One hundred Eighty one point thirty) decimal, more or less, Mouza: Nowabad, Uttar Kajirhat, L.R. Dag no. 441, 442, 443, 474, 110,111,116, J.L. No. 19, Police Station Bishnupur, within the limits of Rashapunja Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein.

A) Comprising of residential units like Residential Apartments, Bungalows, and named it as "**GARNET - Gems City**". The Phase II of the Project shall be developed Schedule mentioned land.

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

B) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which project is to be constructed have been completed.

C) **The Rasapunja Gram Panchayat has granted the commencement certificate to develop the project vide approval dated --/--/-- bearing registration no. –**

D) The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Bungalow, plot or building, as the case may be from Rasapunja Gram Panchayat. The promoter agrees and undertakes that it shall not make any changes to these approved plan except in strict compliance with section 14 of the Act and other laws as applicable.

E) The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at South 24 Paraganas District On \_\_\_/\_\_\_/\_\_\_ under registration no **HIRA**/\_\_\_/\_\_\_/\_\_\_\_\_

- F)** The Allottee had applied for a Bungalow in the project vide application no. \_\_\_\_\_ dated \_\_\_/\_\_\_/\_\_\_ and has been allotted Bungalow no \_\_\_\_ having Built up Area of \_\_\_\_\_ square feet, Carpet Area of \_\_\_\_\_ square feet, type, on a land area of \_\_\_\_\_ as permissible under the applicable law and of proportionate share in the common areas(“ Common Area”) 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 of the Bungalow is annexed hereto and marked as Schedule B)
- G)** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H)** 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 promoter to the Allottee. All payments shall be made by the Allottee against proper receipt by the promoter and the allot shall not be entitled to agree not to set up any oral evidence regarding any payment.
- I)** The consideration shall be paid by the Allottee to the Promoter in instalments as mentioned in the Scheduled-C hereto. Unless otherwise expressly mentioned elsewhere herein, the payment of any instalment mentioned in the within stated Scheduled-C shall be made by the Allottee within **21 days** of issuance of notice by the promoter demanding the same.
- J)** The payment of all extra and deposits shall be made by the Allottee to the promoter before taking possession of the Designated Bungalow and within 21 days of issuance of notice from the Promoter demanding the same. In case as on the date of the Promoter issuing notice for possession to liability on any head cannot be reasonably quantified then the promoter shall be entitled to ask for the payments on such head provisionally subject to subsequent accounting on settlement. Nothing contained above affect or derogate the right of the promoter to claim any extra or deposit at any time after the delivery of possession in case the liability for the same arises or is crystallised thereafter or in case the Promoter deliver possession of the Designated Unit without receiving the same and the Allottee shall be liable to pay all the such amount within 21 days of issuance of Notice from the Promoter in this behalf.
- K)** The Tax Deductible at Source under the Income Tax (If Applicable) Laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same



shall be deposited by the Allottee to the concerned authority within the time period stipulated under law, The Promoter Promoter or the Vendor shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

- L) The Promoter has been empowered and authorized under the Development Agreement to receive the entire Consideration and also all Extras and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- M) 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;
- N) 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;
- O) 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 Bungalow as specified in para F.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurance, 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 Bungalow as specified in para G.

1.2 The Total Price for the Bungalow based on the carpet area is Rs.....  
(Rupees.....) only (“Total Price”):

Cluster :	No:_____
Bungalow Number:_____	
Type:_____	

Carpet Area :		Total Price:		
Description and Breakup	Amount (Rupees) Excluding GST	Applicable GST Rate	GST (Amount) (Rupees)	Amount (Rupees.) (Including GST)
Cost of Bungalow				
Transformer Charges				
Generator Charges				
Maintenance Charges for One year after Possession				
Association formation charge				
<b>TOTAL PRICE (In Rupees)</b>				

**AND**

In addition to the above specified amounts, the Allottee shall also pay to the the following amounts:-

- a) The allottee shall pay to the promoter a sum of Rs. \_\_\_\_\_ /- (\_\_\_\_\_ only) towards Transformer Charges including GST, **Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only)** towards Generator Charges including GST and **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)** towards Association Formation Charges including GST.
- b) The allottee shall pay to the promoter a sum of **Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** towards Corpus Deposit/ Sinking Fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the common areas and installations. After handover of maintenance to the association, unadjusted amount of Corpus Deposit shall be handed over to the Association without interest.
- c) The allottee shall pay to the Promoter a sum of **Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** towards Advance Maintenance Charges including GST for One year after offering possession by the Promoter.

- d) The allottee shall pay **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** as Legal Charges in favor of “Safui And Associates” for documentation charges of sale agreement and conveyance deed.

**EXPLANATION:**

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Bungalow;
  - ii. The Total Price above includes the adjustment of GST input as per the anti-profiteering provision of GST.
  - iii. 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 allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;  
 Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee 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 not be charged from the allottee;
- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the 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 acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (v) 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 Allottee 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 Allottee 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 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 charges from the Allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the 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 Allottee as per the provisions of the Act.  
Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee, 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 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 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 Allottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Bungalow, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Bungalow as mentioned below:
- i. The Allottee shall have exclusive ownership of the Bungalow;
  - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - iii. 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, marbles, tiles, doors, windows fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Bungalow 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 Bungalow /plot, as the case may be as per prior appointment with Promoter.
- 1.9. It is made clear by the Promoter and the Allottee 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 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 outgoing before transferring the physical possession of the Bungalow to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Bungalow to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee has paid a sum of **Rs** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only** ) 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 Allottee 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 allottee 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 Allottee, the Allottee 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 two percent per annum.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand

draft/bankers cheque or online payment (as applicable) in favour of **SHIV NIKETAN Ltd.**  
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/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 fulfill 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 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 Bungalow applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee

against the Bungalow, if any, in his/her name and the Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.

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

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Bungalow 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/BUNGALOW:**

The Allottee 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 allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Bungalow along with ready and complete common areas with all specifications, amenities and facilities of the project in place on August'2020 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 Allottee 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 Allottee 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 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 competent authority shall offer in writing the possession of the Bungalow, 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 favour of the 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 fulfilment of any of the provisions, formalities, documentation 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 Bungalow, 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 Bungalow** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee 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 allottee. In case the Allottee fails to take possession with 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 Bungalow 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 Allottee 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 allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

**7.5 Cancellation by Allottee-** The Allottee 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 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 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 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 Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Bungalow which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

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

- (i) The Promoter 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 Allottee 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 Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Bungalow to the Allottee 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 Allottee 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 allottee and the association of allottees 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 Allottee 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 there under.

9.2 In case 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 termination 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 Bungalow, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice ;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Bungalow, which shall be paid by the promoter to the allottee within forty-five days of it become 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 may by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Bungalow in favour 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 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 Allottee, shall execute a conveyance deed and convey the title of the Bungalow together with proportionate indivisible share in the Common Areas with 6 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 favour 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 favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **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 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 Bungalow.

#### **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 1(One) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 60 (Sixty ) 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 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 Allottee agrees to permit the association of allottees 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:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Ruby-Gems City, 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, firefighting 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 BUNGALOW:**

15.1. Subject to para 12 above, the Allottee 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Bungalow and keep the Bungalow, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Bungalow 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 Bungalow.

15.3 The Allottee shall plan and distribute its electrical load in the conformity with the electrical system 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, 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.

**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 Allottee who has taken or agreed to take such Bungalow.

**19. BUNGALOW 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 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 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 Sub-Registrar (specify the address of the Sub-Registrar) 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 Sub-Registrar 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 Bungalow/building, as the case may be.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 Bungalow and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees 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 Allottee 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 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 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 Allottee has to make any payment, in common with other Allottee(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 Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the District Sub-Registrar IV at Alipore, 24 Paraganas(South). Hence this Agreement shall be deemed to have been executed at\_\_\_\_\_.

**29. NOTICES:**

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

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

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name

\_\_\_\_\_ (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 Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee 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 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 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1)

- I. Signature
- II. Name
- III. Address

(2)

- I. Name
- II. Signature
- III. Address

SIGNED AND DELIVERED BY THE WITH IN NAMED:

Promoter:

- (1) Name
- (2) Signature
- (3) Address

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

WITNESSES

- 1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

— PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' — FLOOR PLAN OF THE APARTMENT SCHEDULE 'C'

SCHEDULE 'C' — PAYMENT PLAN

SCHEDULE 'D' — SPECIFICATIONS, AMENITIES. FACILITIES USE (WHICH ARE PART OF THE PROJECT)

SCHEDULE 'E' — SPECIFICATIONS, AMENITIES. FACILITIES (WHICH ARE PART OF THE PROJECT)

(The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

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

By order of the Governor,