

**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:**

**(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 use;
  - vii) All community and commercial facilities as provided in the real estate project;
  - viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- 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. T/56**

1. At all material times one Sri ShyamaCharanNaskar was the recorded owner who absolutely seized and possessed of all the piece and parcel admeasuring 31 decimals be the same a little more or less out of which 16 decimals is comprised in R.S. Dag No. 387, corresponding to L.R. Dag No. 443, under L.R. Khatian No. 652, 11 Decimals comprised in R.S. Dag no. 388, corresponding to L.R. Dag No. 444 and 4 Decimals is comprised in R.S. Dag No. 389 corresponding to L.R. Dag No. 445 all under L.R. Khatian No. 651, R.S. No. 157, Touji No. 1313, J.L. No. 19, situated and lying at MouzaNowbad, under Rashpunja Gram Panchayat, P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South)(hereinafter referred to as **property of ShyamaCharanNaskar**).
2. At all material times one SmtSatyaBalaNaskar alias SmtSwarnaBalaNaskar Wife of ShyamaCharanNaskar was the recorded owner of all that piece and parcel of Sali land admeasuring 16 Decimal be the same a little more or less comprised in R.S. Dag no. 392 corresponding to L.R. Dag No. 448, under L.R. Khatian No. 671, R.S. No. 157, Touji No. 1313, J.L. no. 19, situated and lying at MouzaNowbad, under Rashpunja Gram Panchayat, P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South)(hereinafter referred to as **property of SatyaBalaNaskar**)

3. The said ShyamaCharanMondal died interstate on 28<sup>th</sup> October 1996 leaving behind Him surviving his wife SatyaBalaNaskar alias Smt. SwarnaBalaNaskar Four sons namely 1) Sri AnandaNaskar, 2)Sri BiswanathNaskar, 3) Sri TapanNaskar, 4) Sri GobindaNaskar and 3 daughters namely 1)Smt. SanakaSapui, 2) Smt. KanchanNaskar, 3) Smt. ManekaNaskar(Ghosh) as his only legal heir and representatives who inherited the **property of ShyamaCharanNaskar**
4. Thereafter his wife SatyaBalaNaskar alias SwarnaBalaNaskar died intestate on 3<sup>rd</sup>april 2000 leaving behind her surviving the above mentioned 4 son and 3 married daughters as her only legal hiers and representatives who inherited the **property of ShyamaCharanNaskar** as well as the **property of SatyaBalaNaskar**.
5. Subsequently, 1) Sri AnandaNaskar, 2)Sri BiswanathNaskar, 3) Sri TapanNaskar, 4) Sri GobindaNaskar and 3 daughters namely 1)Smt. SanakaSapui, 2) Smt. KanchanNaskar, 3) Smt. ManekaNaskar(Ghosh) became the sole and absolute owner of the **property of ShyamaCharanNaskarandproperty of SatyaBalaNaskar**
6. By and through a registered Deed of Conveyance dated 21<sup>st</sup> July, 2008 registered in the office of Additional Registrar of Assurance-I, Kolkata, in Book no. 1, Volume No. 22, Pages 1957 to 1980, being no. 8895 for the year 2008 made between AnandaNaskar&ors therein referred to as the vendors of the one part sold , transferred and conveyed all that piece and parcel of Sali land admeasuring 47decimals (**property of ShyamaCharanNaskar** and **property of SatyaBalaNaskar**) be the same a little more or less out of which 16 decimals comprised in R.S. Dag no. 387 corresponding to L.R. Dag No. 443(**Project property**), 11 Decimals comprised in R.S. Dag no. 388, corresponding to L.R. Dag no. 444, 4 decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No. 445 and 16 Decimals comprised in R.S. Dag no. 392, corresponding to L.R. Dag no. 448 all under L.R. khatian No. 652, 651 and 671, Touji No. 1313, J.L. No. 19, R.s. No. 157 situated and lying at MouzaNowabad, under Rashpunja Gram Panchayat, P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South) to Baywatch Real Estates Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Baywatch Real Estate 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.
7. By virtue of Deed the said Baywatch Real Estate Pvt. ltd became the owner of all that piece and parcel of Sali land admeasuring 47 decimals be the same a little more or less.

8. Thereafter, Baywatch Real Estate Pvt being the vendor sold transferred and conveyed all that piece and parcel of Sali land admeasuring **property of ShyamaCharanNaskar** and **property of SatyaBalaNaskar** to Charles Commercial Pvt. Ltd represented by one of it's director Mrs. PushpaBhutoria. The said deed was registered at the office of A.D.S.R Bhishnupur recorded in book no. 1, volume no. 22, pages from 3016 to 3031 being no. 05849 for the year 2014.

*(It is pertinent here to mention that out of 47 decimal of land, 16 decimal comprised in R.S. Dag No. 387 corresponding to L.R. Dag no. 443, is the project land out of which the project area is 12.4 decimal)*

**Ref. No. 4806-I**

1. At all material times one Sri Ram Chandra mandal was a recorded owner of all the piece and parcel of Sali land admeasuring 4 decimals in R.S Dag No. 110 under Khatian No. 707 comprised in mouzaUttar Kajirhat (hereinafter referred to as **Said Property-III**)
2. Thereafter, Sri Ram Chandra Mandal died intestate leaving behind surviving his wife SmtNilimaMondal and one son Sri SubhenduMondal who inherited the said property III.
3. By virtue of a deed of conveyance dated 16.04.2009, Smt. NilimaMondal, Sri SuvenduMondal sold, transferred, and conveyedthe Said Property-III to Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur, recorded in book number 1, volume number 8, and pages from 3514 to 3526 being deed no. 2093 of the year 2009.
4. Thereafter by above mentioned deed Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoriabecame the sole and absolute owner of all that piece and parcel of Sali land admeasuring 04 decimal comprised in R.S.dag no.110 and corresponding to L.R. dag no. 110 comprised in mouza Uttar Kajirhat, khatian No. 1405.

**Ref. No. 4806-II**

1. By virtue of deed of conveyance dated 19.12.1990 one Sri Sudhir Chandra Mondal sole transferred and conveyed all the piece and parcel of Sali land admeasuring 22 decimal comprised in Dag No. 110, Khatian No. 331 situated in Mouza Uttar kajirhat, to one Sri JitandraNath Pal. The said Deed was registered at the office of A.D.S.R. Bisnupur recorded in Book no. 1, Volume No. 11, pages from 343 to 348 being Deed No. 888 for the year 1990
2. Thereafter, by virtue of deed of conveyance dated 24.01.2011, Shri Sadhan Chandra Paul, Smt. Kanan Paul sold transferred and conveyed all that piece and parcel of Sali land admeasuring 11 decimal be it little more or less out of 22 Decimal comprised in dag no. 110 khatian 1405 mouza Uttar Kajirhat, South 24 Parganas (Hereinafter referred to as **Said Property-IV**) to Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 1 pages from 5217 to 5228 being deed no. 347 for the year 2011.
3. Thereafter by above mentioned deed Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of the Said Property-IV.

**Ref. No. 4806-III**

1. By virtue of deed of conveyance dated 19.04.1994 one Smt. ParulNaskar sold, transferred and conveyed all that piece and parcel of land admeasuring 16 decimal in R.S. Dag No. 110 corresponding to L.R. Dag No. 110 , R.S. Khatian No. 331, situated and lying at Mouza Uttar Kajirhat , J.L. No. 22, Touji No 3,4,5, ParganaMagura, P.S. Bisnupur, A.D.S.R. Bisnupur (hereinafter referred to as the **Said Property-V**) to Sri Samir Kumar Mondal.The said Deed was registered at the office of A.D.S.R Bishnupur and recorded in Book no. I, Volume NO. 42, Pages from 219 to 222, being Deed no. 3958 for the year 1994.
2. Thereafter By virtue of deed of conveyance dated 3.11.2008 Shri Samir Kumar Mondal sold transferred and conveyed the **Said Property-V** to Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book

no. 1, volume no. 19 pages from 1354 to 1367 being deed no. 4968 for the year 2008.

3. Thereafter by above mentioned deed Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of **Said Property-V**

**Ref. No. 4806-I+Ref. No. 4806-II+Ref. No. 4806-III**

- Thereafter by virtue of Deed of Conveyance dated 06.09.2013, Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoriasold, transferred, and conveyed Said property –III, Said Property-IV, Said Property-V to Om Towers pvt.ltd. represented by one of its director Smt. PushpaBhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 2, pages from 5255 to 5286 being deed. no, 4806 for the year 2013.

*(Out of 31 decimal of land the project area is 27.70 decimal.)*

**1. Ref. No. 4806 (111)**

1. By virtue of Deed of Conveyance 19.09.1994, one Sri BishnupadaMondal sold transferred and conveyed all that piece and parcel of Sali land admeasuring 15 Decimal in R.S. Dag no. 111 corresponding to L.R. Dag no. 111, R.S. Khatian No. 331 situated and lying at Mouza- Uttar Kajirhat, J.L. No. 22, Touzi No. 3,4,5ParganaMagura, P.S. and A.D.S.R office Bishnupur (hereinafter referred to as **said property- VI**) to Sri Samir Kumar Mondal. The said Deed was registered at the office of the A.D.S.R Bishnupur and recorded in Book No. I, Volume No. 35, Pages from 409 to 412 being no. 3969 for the year 1994.
2. By virtue of deed of conveyance dated 3.11.2008 Shri Samir Kumar Mondal sold transferred and conveyed all that piece and parcel of Sali land admeasuring Said PropertySouth 24 Parganas to Shiv Niketanpvt. Ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 19 pages from 1354 to 1367 being deed no. 4968 for the year 2008.

3. Thereafter by above mentioned deed Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of the said property-VI
4. By virtue of another deed of conveyance dated 06.09.2013, Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoriasold, transferred, conveyed said property-VI to Om Towers pvt.ltd. represented by one of its director Smt. PushpaBhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 2, pages from 5255 to 5286 being deed no, 4806 for the year 2013.

*(Out of 15 decimal of land the project area is 9 decimal.)*

### **TE53**

1. Thereafter, by a registered Deed of Conveyance 7<sup>th</sup> February 2008, registered in the office of Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 3, pages 6103 to 6125, being no. 01075 for the year 2010 made between PramadaSardar&ors. therein referred to as the Vendor of the One part sold, transferred and conveyed all of that piece and parcel of Sali land admeasuring 12 Decimals be the same a little more or less comprised in R.S. Dag No. 116, corresponding to L.R. Dag No.116 under L.R. Khatian No. 405,518 and 588, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158 situated and lying at Mouza- Uttarkazirhat, under PaschimBishnupur Gram Panchayat P.S. Bishnupur, A.D.S.R. Bishnpur in the District of 24 Parganas (South)(**hereinafter referred to as Said Property-VII**) to Collective Infrastructure Developers Pvt. Ltd therein referred to as purchaser.
2. By virtue Deed the said Collective Infrastructure Developers Pvt. ltd became the owner of all that piece and parcel of Sali land admeasuring 12 decimals be the same a little more or less.

Thereafter, Collective Infrastructure Developers Pvt. ltd being the vendors sold transferred and conveyed all that piece and parcel of Sali land admeasuring to Charles Commercial Pvt. Ltd represented by one of it's director Mrs. PushpaBhutoria. The said deed was registered at the office of A.D.S.R Bishnupur recorded in book no. 1, volume no. 22, pages from 3048 to 3065 being no. 05851 for the year 2014.

Owners herein become absolute owners of total land measuring 181.30 decimal and they jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT 181.30 decimal morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein and have caused their names to be mutated in the records of the Panchayet in respect thereof.

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 **"EMERALD- 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) od setion 2 of the

Act (hereinafter referred to as the “ Bungalow” more particularly described in Schedule A and the floor plan or the Bungalow is annexed hereto and marked as Schedule B)

- 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 contributed 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 to 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 sub sequent accounting on settlement. Nothing contained above affect or derogate the right pf 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 :		Carpet Area _____		
Bungalow Number: _____		Built up Area _____		
Type: _____				
Land Area:				
Carpet Area :		Total Price:		
Description and Breakup	Amount (Rupees) Excluding GST	Applicable GST Rate	GST (Amount) (Rupees)	Amount (Rupees.) (Including GST)
Cost of Bungalow				
TOTAL PRICE (In Rupees)				

**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;
- iv. 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; 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 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 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 outgoings before transferring the physical possession of the Bungalow 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 Bungalow 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 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 PRIVATE 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 December'2022 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 Allott 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 Emerald-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 fact 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) \_\_\_\_\_

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.

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

**34. NOMINATION/TRANSFER BY THE ALLOTTEE:**

34.1 The Allottee may, only after a period of 18 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum mentioned in clause 34.2 below, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Designated Unit. Any such nomination or transfer shall be subject to there being no restriction or prohibition under the laws for the time being in force and shall be at the sole risk and costs of the Allottee and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any Income Tax (except on the said sum mentioned in clause 34.2 below in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Vendor or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Vendor or the Promoter to which the Vendor or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Vendor and/or the Promoter and the

Promoter may not give any consent to any such nomination or transfer without such payment.

34.2 The sum payable by the Allottee in terms of clause 34.1 above shall be Rs. 50000/- (Fifty thousand only) for transfer of Nomination of each Unit.

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

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

- (i) No work shall be commenced before the date of Allottee taking possession of the Designated Unit upon receiving the notice for possession in terms hereof;
- (ii) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code, state laws and regulations of Fire rules and other authorities and with minimum noise and the Allottee shall ensure that no disturbance or annoyance to the other Co-owners;
- (iii) The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and Installations and there shall be regular clearing of all debris arising out of the Fitout works;
- (iv) The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Unit.
- (v) The Allottee has been categorically informed by the Promoter that the construction of the New Building and the Designated Unit has been done by using Reinforced Cement Concrete and hereby unequivocally agrees and undertakes that the Allottee shall not hammer or hit the walls in any manner and to carry out any fittings only by proper drilling and fasteners.

The Allottee shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee in carrying out any condition and stipulation mentioned herein. **SCHEDULE- "A"**

## **PART-I**

1.1.1 **ALL THAT** pieces of parcels of contiguous and adjacent plots of Bastu land in a single compound containing an area more or less 181.30 (one hundred eighty one point three) decimal, more or less, *Mouza* Nawbad and Uttar Kajirhaat, L.R. Dag no. 441, 442,

443, 474, 110, 111, 116 J.L. No. \_\_, Police Station Bishnupur, within the limits of Rashapunja Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas

<b>R.S. Dag Number</b>	<b>L.R. Dag and Khatian Number</b>	<b>Area</b>
Dag No. 385	Dag No. 441 recorded in Khatian Nos. 1401	8.40
Dag No. 386	Dag No. 442 recorded in Khatian No. 1401	10.60
Dag No. 387	Dag No. 443 recorded in Khatian Nos. 1401	19.60
Dag No. 418	Dag No. 474 recorded in Khatian Nos. 1401	12.80
Dag No. 110	Dag No. 110 recorded in Khatian Nos. 1405	106.30
Dag No. 111	Dag No. 111 recorded in Khatian Nos. 1405	9.00
Dag No. 116	Dag No. 116 recorded in Khatian Nos. 1348	6.50
	Total	181.30

**And butted and bounded as follows:**

On the North : By Dag no.

On the South : By Dag no..

On the East : By Dag no.

On the West : By Dag no

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

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

<b>R.S. DAG</b>	<b>L.R. DAG</b>	<b>AREA</b>	<b>AREA OWNED BY CHARLES COMMERCIAL PVT. LTD.</b>	<b>AREA OWNED BY OM TOWERS PVT. LTD.</b>
385	441	8.40	8.40	

386	442	10.60	10.60	
387	443	12.80	12.80	
418	474	106.30	106.30	
110	110	27.70		27.70
111	111	9.00		9.00
116	116	6.50	6.50	

**PART-II****(DESIGNATED UNIT)**

ALL THAT the Bungalow being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_ Square feet more or less along with balcony area of \_\_\_\_ Square feet more or less and a total built-up area of Unit (i.e. Carpet Area + Balcony Area+ External Walls of the Unit and share of Common External Walls) of \_\_\_\_ Square feet and a total standard built-up area ( i.e. Built up area + proportionate share of common area) of \_\_\_\_\_ square feet more or less on the \_\_\_\_ floor of the Block \_\_\_\_ of the Building Complex namely EMERALD-Gems City at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "RED".

**Allottee:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Promoter:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

**SCHEDULE - B****FLOOR PLAN OF THE BUNGALOW****FLOOR PLAN OF THE BUNGALOW****Allottee:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Promoter:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

**SCHEDULE - C****PART - I****PAYMENT PLAN FOR "TOTAL PRICE"**

The said total consideration of Rs.\_\_\_\_/- (Including GST) shall be paid by the Allottee to the Promoter in instalments as follows:

Sl No.	Particulars	Amount (in Rupees) (Excluding GST)	Amount (in Rupees) (GST)	Amount (in Rupees) (Including GST)
1	Rs. 1,00,000/- as booking money before the Execution of agreement.	XXXX	XXXX	XXXX
2	10% of Bungalow Consideration minus booking money as earnest money at or before the execution or issue of allotment letter hereof;	XXXX	XXXX	XXXX
3	10% of Bungalow Consideration at the time of Execution of the Agreement.			
4	20% of Bungalow Consideration as further completion of Foundation of the Unit;	XXXX	XXXX	XXXX

5	10% of Bungalow Consideration as further earnest money on the completion of Ground floor roof casting of the Unit;	XXXX	XXXX	XXXX
6	10% of Bungalow Consideration as further earnest money on the completion of 1 <sup>st</sup> floor roof casting of the Unit;	XXXX	XXXX	XXXX
7	10% of Bungalow Consideration as further earnest money on the completion of Brick Work of the Unit;	XXXX	XXXX	XXXX
8	10% of Bungalow Consideration as further earnest money on the completion of Flooring of the Unit;	XXXX	XXXX	XXXX
9	10% of Bungalow Consideration as further earnest money on the completion of POP, Electrical, sanitary , external paint and plumbing fittings of the Unit;	XXXX	XXXX	XXXX
10	10% of Bungalow Consideration along with Transformer charges, Generator Charges, Maintenance Charges for One Year after Possession, Association Formation Charge and Corpus Deposit being the balance consideration at the time of offering possession	XXXX	XXXX	XXXX
<b>TOTAL</b>		<b>XXXX</b>	<b>XXXX</b>	<b>XXXX</b>

**PART - II****PAYMENT PLAN FOR LEGAL CHARGES**

Sl No.	Particulars	Amount (in Rupees)
1	50% of Legal Charges on or before signing this Agreement	Rs. XXXX/-
2	Balance 50% at the time of offering possession	Rs. XXXX/-

**Allottee:**

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

2. Signature\_\_\_\_\_

Name\_\_\_\_\_

**Promoter:**

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

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

## 1. Internal Walls:

- RCC /Brick Wall

## 2. Internal Finish:

- POP finish for the apartments
- POP with paint finish for common areas.

## 3. Flooring:

- Interiors – Vitrified/ Anti-skid ceramic Tiles or any other similar.
- Floor lobby –Vitrified Tiles or any other similar.

## 4. Kitchen:

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles.
- Electrical points for Refrigerator, Water Purifier, Microwave/oven & Exhaust Fan.

## 5. Toilet:

- Tiles for floor or any other similar.
- Walls –Tiles on the walls upto door height.
- Sanitary ware of good quality.

- Chrome plated fittings of good quality
- Electrical point for geyser and exhaust fan.
- Plumbing provision for Hot/Cold water line in shower.

**6. Doors & Windows:**

- Main Door – Flush Door with laminate finish or any other similar.
- Internal Doors – Painted flush doors or any other similar.
- Windows – Aluminium sliding windows or any other similar.

**7. Electricals:**

- Provision for AC points
- Provision for cable TV, telephone.
- Plug points in all bedrooms, living/dining, kitchen and toilets.
- Concealed wiring with DB /MCB.
- Doorbell point at the main entrance door.
- Modular switches of good quality.

**Allottee:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Promoter:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

**SCHEDULE –E**  
**SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT**

1. Electrical installations with main switch and meter and space required therefore in the Cluster

2. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Cluster.
3. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Cluster.
4. Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
5. Landscape area.
6. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
7. DG Set, its panels, accessories and wirings and space for installation of the same.
8. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Residential Complex.

**Allottee:**

3. Signature \_\_\_\_\_

Name \_\_\_\_\_

4. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Promoter:**

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee: (including joint buyers)**

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

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

Please Affix  
Photographs  
and Sign across  
the photograph

Please Affix  
Photographs  
and Sign across  
the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED :**

**Promoter :**

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

Please Affix  
 Photographs  
 and Sign across  
 the photograph

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

**WITNESSES:**

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

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

**MEMO OF CONSIDERATION:**

RECEIVED of and from within named Allottee the within mentioned sum of Rs...../- (Rupees .....) only being earnest money out of the full consideration money as per Memo below:-

**MEMO**

SI NO.	Cheque No.	Date	Branch	Amount
<b>Total (Rupees in word)</b>				<b>XXXX</b>

**WITNESSES:**

1.

2.

**Signature of the PROMOTER**

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