

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this        day of                    Two Thousand and Nineteen (2019).

**B E T W E E N**

**NAOLIN REALCON PVT. LTD. (CIN NO. U45400WB2015PTC207452) (Pan No. AAFCN0116N)** a Company having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2<sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Director **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Village Panapukur, P.O. – Bhangar, P.S. – Kashipur, District – South 24-Parganas, Pin: 743502, West Bengal, hereinafter called and referred to as the "**VENDOR/PROMOTER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

**[If the Purchaser is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

**[If the Purchaser is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family knows as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

\_\_\_\_\_ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at \_\_\_\_\_ and represented by \_\_\_\_\_ hereinafter referred to as “the **Association**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest)

1. By a Deed of Gift (Danpatra) dated 16.11.1992 made between Smt. Kiron Moni Dasi alias Kiron Bala Dasi, therein called the Donor of the One Part and Sri Sushil Kumar Naskar alias Sushil Naskar therein called the Donee of the Other Part registered at Additional District Sub-Registration Office Bidhannagar(Salt Lake City), recorded in Book No. I, Volume No. 213, Pages from 287 to 297 Being No. 9812 for the year 1992 the said Smt. Kiron Moni Dasi alias Kiron Bala Dasi, for the consideration therein mentioned granted, transferred and conveyed by way of natural love and affection unto the said Sri Sushil Kumar Naskar alias Sushil Naskar ALL THAT piece or parcel of land measuring an area of 15 Decimals ( $\frac{1}{2}$  share) out of 30 Decimals comprised in R.S. Dag No. 286 under R.S. Khatian No. 119, L.R. Khatian No 61 of Mouza Mahisbathan, J.L. No. 18, R.S. No. 204, Touzi No. 172 at present 10, under Bidhannagar (East) at present Electronic Complex Police Station in the district of North 24-Parganas fully described in the Schedule thereunder written absolutely and forever.
2. The said Sri Sushil Kumar Naskar alias Sushil Naskar after Deed of Gift the same recorded his name at B.L.R.O. and recorded under separate L.R. Khatian No. 1338 and has so long been enjoying and possessing the same by paying tax in the concerned authority with good right and full and absolute power of ownership and has every right to transfer the same to anybody by any way.
3. By a Deed of Gift (Danpatra) dated 10.03.2017 made between Sri Sushil Kumar Naskar alias Sushil Naskar, therein called the Donor of the One Part and Sri Sajal Naskar alias Sajal Kumar Naskar therein called the Donee of the Other Part registered at D.S.R.-II, North 24-Parganas, Barasat, recorded in Book No. I, Volume No. 1502-2017, Pages from 18073 to 18089, Being No. 150200726 for the year 2017 the said Sri Sushil Kumar Naskar alias Sushil Naskar, for the consideration therein mentioned granted, transferred and conveyed by way of natural love and affection unto the said Sri Sajal

Naskar alias Sajal Kumar Naskar, the Vendor herein ALL THAT piece or parcel of land measuring an area of 07 Cottahs including passage out of 15 Decimals arising out of 30 Decimals comprised in R.S./L.R. Dag No. 286 under R.S. Khatian No. 119, L.R. Khatian No. 61 now 1338, of Mouza Mahisbathan, J.L. No. 18, R.S. No. 204, Touzi No. 172 at present 10, within the jurisdiction of Bidhannagar Municipal Corporation under Bidhannagar (East) at present Electronic Complex Police Station in the district of North 24-Parganas.

4. There after the Sri Sajal Naskar alias Sajal Kumar Naskar mutated his name with the records of BL&LRO, North 24 parganas, land measuring an area of 07 Cottahs out of 15 decimals arising out of 30 decimals comprised in RS/LR Dag No. 289 under LR Khatian No. 2054 of Mouza Mahisbathan, JL No. 18, RS 204, Touzi No. 172 at present 10 under Bidhannagar (East) at present Electronic Complex Police Station in the District of North 24-Parganas.
5. Thereafter the said Sajal Naskar alias Sajal Kumar Naskar sold, transferred and conveyed ALL THAT piece or parcel of land measuring an area of 07 Cottahs including passage out of 15 Decimals arising out of 30 Decimals comprised in R.S./L.R. Dag No. 286 under R.S. Khatian No. 119, L.R. Khatian No. 61 now 1338, of Mouza Mahisbathan, J.L. No. 18, R.S. No. 204, Touzi No. 172 at present 10, within the jurisdiction of Bidhannagar Municipal Corporation under Bidhannagar (East) at present Electronic Complex Police Station in the district of North 24-Parganas, registered at District Sub-Registrar II, North 24 Parganas, recorded in Book No. I, Volume No. 1502-2017, Pages from 87828 to 87857, being No. 150203438 for the year 2017.
6. Thus the said Vendor herein is absolutely seized and possessed of the piece or parcel of land measuring an area of 07 Cottahs out of 15 Decimals arising out of 30 Decimals comprised in R.S./L.R. Dag No. 286 under R.S. Khatian No. 119, L.R. Khatian No 61 now 1338, of Mouza Mahisbathan, J.L. No. 18, R.S. No. 204, Touzi No. 172 at present 10, within the jurisdiction of Bidhannagar Municipal Corporation, Ward No. 18, under Bidhannagar (East) at present Electronic Complex Police Station in the district of North 24-Parganas fully described in the First Schedule hereunder written (hereinafter for the sake of brevity referred to as 'the said property') free from all encumbrances and liabilities whatsoever fully described in the Schedule there under written absolutely and forever.

7. AND WHEREAS the Vendor/Developer herein prepared a Building Plan for construction of a G+4 storied building with the help of one reputed Architect and submitted the same before the concerned Authority for necessary approval and after obtaining the Building Sanctioned Plan from the Bidhannagar Municipal Corporation being No. BMC/BPN/A/762 dated 1/04/2019, the Developer is commencing construction on the same, which is now going on in progress and expected to complete within a very short time.
8. AND WHEREAS now both the parties herein have agreed to enter into this Agreement for Sale stating the terms and conditions in details to avoid litigations which may or may not be arise in future by and between the parties herein.

#### **INTERPRETATIONS/ 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) **“Regulation”** means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.
- d) **“Section”** means a section of the Act.

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

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- A. The said land is earmarked for the purpose of building of a commercial/residential project, comprising 17 units together with other components of the Projects and the said project shall be known as **‘DEBARGHO’** ("Said Project")
- 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 promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, Unit or building, as the case may be from NKDA. The promoter agrees and

undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

- D. The Allottee had applied for an apartment in the Project and has been allotted **apartment/flat no.** ..... having carpet area of ..... Sq.ft. with Balcony area ..... Sq.ft., (total chargeable area ..... sq.ft.) more or less, type ..... BHK, on ..... Floor together with ..... **car parking space being no.** ..... at the ground floor in “**DEBARGHO**” (“the Building”) and of pro rata share in the common areas (“Common Area”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- E. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all the laws, rules, regulations, notifications etc. applicable to the Project.
- G. Additional disclosures in respect of the said unit have been specifically described in Schedule A-2 of this agreement.
- H. 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;
- I. 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 [Apartment] and the garage/covered parking (if applicable) as specified in Para G.

**NOW THEREFORE**, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

**1. TERMS :**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Para 'G'.
- 1.2 The Total Price for the Apartment based on the Chargeable area is **Rs.** ...../-(Rupees ..... only) (“**Total Price**”):-

Building Name:	<b>DEBARGHO</b>
Block/Building/Tower No.:	NA
Apartment no.:	.....
Type:	..... BHK
Floor:	..... floor
Carpet area:	..... sq.ft.
Balcony area:	..... sq.ft.
Chargeable area:	..... sq.ft.
Rate of Apartment per square feet (on Chargeable area):	Rs. ....../-
<b>Flat cost:</b>	<b>Rs. ....../-</b>
Car parking	.....
<b>Car Parking cost</b>	<b>Rs. ....../-</b>
<b>Common Area Utility Charges:</b>	<b>Rs. ....../-</b>
<b>GST:</b>	<b>@.....%</b>
<b>Total Price</b>	<b>Rs......./-</b>
Legal expenses:	.....
Electricity:	.....
Maintenance:	.....

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Unit.]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Unit 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(s) 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 schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) 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;
- (iv) The Total Price of Apartment/ Unit includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Unit and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The allottee (s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

- 1.5 It is agreed that the Promoter shall not make any addition and alteration 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 Apartment/ Unit/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days as prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

- 1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Unit;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ Unit includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11

etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Unit and the Project;

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Unit, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Unit 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 accept 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 Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of **Rs. ....../- (Rupees ..... only)** as booking amount being part payment towards the Total Price of the [Apartment/ Unit] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Unit] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written

demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favour of “**Naoolin Realcon Pvt. Ltd.**”, payable at Kolkata .

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 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 Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Unit apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorized 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 [Apartment/Unit], 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 [Apartment/ Unit] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Unit and accepted the floor plan, payment plan and the specification, 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 New Town Kolkata Development Authority Act, 2007 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 this Agreement.

**7. POSSESSION OF THE APARTMENT / UNIT:**

- 7.1 Schedule for possession of the said Apartment / Unit** – The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Unit] 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 handover possession of the [Apartment/ Unit] along with ready and complete common areas with all specifications, amenities and facilities of the Project within March, 2020 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ Unit].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and 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 [Apartment/ Unit], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), 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 completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Unit, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of Apartment/Unit** - Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment/ Unit] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/ Unit] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the [Apartment/ Unit] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:
- [Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
- Provided that where the Allottee(s) 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 including GST or any other taxes as applicable on the date of cancellation. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation. The Promoter shall have the right to recover the GST amount from the allottee, if any paid by the Promoter on behalf of the allottee, as the applicable rules.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being

developed or has been developed, in the manner as provided under the Act and the claim for the 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 said [Apartment/ Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/ Unit], with interest 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment/ Unit], 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(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Unit];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Unit] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Unit] which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Unit] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Unit] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Unit 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by

completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/ Unit], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments after 7 days of demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) 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 conditions listed above continues for a period beyond thirty days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Unit] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) 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 APARTMENT/ PLOT :**

The Promoter, on receipt of Total Price of the [Apartment/ Unit] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ Unit] together with proportionate indivisible share in common areas within three 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 absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) 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(s).

**11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :**

The Promoter shall be responsible for providing and maintaining the 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 shall be payable by the Allottee separately in addition to the total price of the designated Apartment/ Unit.

**12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five 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 thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ Unit] 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(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ UNIT :**

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment/ Unit] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment/ Unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Unit, and keep the said Apartment/ Unit,, its walls and

partitions, sewers, drains, pipes 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 grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [Apartment/ Unit] 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 wall of the [Apartment/ Unit].

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive 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 [Apartment/ Unit] 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 anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act. If the competent authority permits for additional construction for any reason may be changed in Law/Rules, allottees undertake not to object in further construction and/or any changes in the plan.

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 said Apartment/ Unit 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/ Unit].

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,

1972. The promoter showing compliance of various laws/ regulations as applicable in West Bengal.

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Additional District Sub-Registrar Rajarhat, Kolkata 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Unit/ 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 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 said [Apartment/ Unit] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment/ Unit], in case of a transfer, as the said obligations go along with the Apartment/ Unit 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 stated in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving 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 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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:**

27.

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [Apartment/ Unit] bears to the total carpet area of all the [Apartments/Units] in the Project.

28. **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.

29. **PLACE OF EXECUTION :**

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

29. **NOTICES:**

Promoter's Name: <b>NAOLIN REALCON PVT. LTD.</b>	Allottee(s) name: .....
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Address: Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2 <sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal	Address: .....

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

It shall be the duty of the Allottee and promoter to inform each other of any changes 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 ALLOTTEE:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, Unit or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, Unit 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 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 dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

- 34.** Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder

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

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

Allottee/s

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

*Please affix  
photographs  
and sign  
across the  
photograph*

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

*Please affix  
photographs  
and sign  
across the  
photograph*

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

Vendor/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 \_\_\_\_\_

**SCHEDULE-'A1'****- SCHEDULE OF THE OF THE LAND ABOVE REFERRED TO-  
(SAID PLOT)**

**ALL THAT** piece or parcel of land measuring an area of 07 Cottahs (as per physical possession 06(Six) Cottahs, 14 (Fourteen) Chittaks and 27(Twenty seven) Square feet including common Road 01 Chittak and 18 Sq.ft. ) out of 15 Decimals arising out of 30 Decimals comprised in R.S./L.R. Dag No. 286 under R.S. Khatian No. 119, L.R. Khatian No 61 now 1338, of Mouza Mahisbathan, J.L. No. 18, R.S. No. 204, Touzi No. 172 at present 10, within the jurisdiction of Bidhannagar Municipal Corporation, Ward No. 28 Near Charaktala Road, Additional District Sub-Registration Office Bidhannagar (Salt Lake City) under Bidhannagar (East) at present Electronic Complex Police Station in the district of North 24-Parganas.

The said property is butted and bounded as follows:

**ON THE NORTH** : By Land of Mrinmoy Mondal

**ON THE SOUTH** : By 27' ft. wide Road.

**ON THE EAST** : By Part of R.S./L.R. Dag No. 286

**ON THE WEST** : By R.S./L.R. Dag No. 284

**- DESCRIPTION OF THE APARTMENT/UNIT-****ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**ALL THAT** one self-contained ..... BHK Flat **being No. '.....,'** measuring a **carpet area** of ..... **Sq.ft.** more or less, with **balcony area** admeasuring ..... **Sq.ft.** (**Chargeable area** ..... **Sq.ft. more or less**) being built up area admeasuring ..... Sq.ft. (super built up area ..... Sq.ft. more or less) on the ..... **Floor** together with ..... **car parking space being no.** ..... at the ground floor, in Plot No. AL/1/B/33, in Street No. 11, in Block No. AL, Land – AL/1, Action Area – 1A, situated in the New Town Police Station, in the district of North 24-Parganas together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, butted and bounded as follows :

**ON THE NORTH** : By Land of Mrinmoy Mondal

**ON THE SOUTH** : By 27' ft. wide Road.

**ON THE EAST** : By Part of R.S./L.R. Dag No. 286

**ON THE WEST** : By R.S./L.R. Dag No. 284

**SCHEDULE A-2: ADDITIONAL DISCLOSURES, ACKNOWLEDGMENTS  
& NECESSARY TERMS:**

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
  - a. **"this agreement"** shall mean the Agreement and Schedules all read together.
  - b. **"Co-owners"** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **"Sanctioned plan"** shall mean the plan sanctioned by the New Town Kolkata Development Authority vide Building PIN No. 0010001120190411 dated 11.04.2019 and include additions/alterations made thereto subject to compliance of the Act.
  - d. **"Other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
  - e. **"Scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
  - f. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - g. **"Common Purposes"** shall mean the purposes of managing maintaining

up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common

- h. **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - i. **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa
- 1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
  - 2 The Tax Deductible at Source under the Income Tax Laws shall, if applicable 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 or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
    - 2.1 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
  - 3 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in

common with any other Co-owner

- 4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 5 The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
- 6 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by NKDA and upon complying with the applicable provisions of the Act and/or Rules. It is hereby understood that Home Loan and financing is the sole responsibility of Allottee, delay in disbursement by bankers shall be treated as delay / default by Allottee and no disputes in this regard shall be entertained. It is hereby understood between all parties that Buyer has done his due diligence and is fully satisfied with rights, title, documentation, competency of developer to enter into agreement, and all requisite permissions taken by Promoter are satisfactory for purchase. Allottee and especially home loan Bankers shall not object to lack of any specific permission / document for delaying payment, and any delay due to the same shall be counted as allottee's delay.
- 7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- 8 Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:
  - 8.1 Fees and expenses, if any, payable to the any Authority towards

Sale/Transfer Permission fees.

- 8.2 Proportionate share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project to be notified separately by the Promoter upon its procurement
  - 8.3 Electricity and Transformer Charges, Advance Maintenance Charges and Deposits and any other charges or deposits will be charged at actuals at end of project, written proof will be provided but Developers calculation is final and binding and no disputes shall be entertained on the same.
  - 8.4 Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and fire-fighting equipment in the common areas only as prescribed in the existing fire-fighting code/ regulations.
  - 8.5 Goods and Service Tax (GST) on the above amounts.
- 9 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- 10 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
  - 11 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
  - 12 The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
  - 13 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment 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 fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire

rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.

- 14 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 15 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 16 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 17 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
- 18 The Allottee may only after a period of 12 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 equivalent to @ 2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, 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 Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and 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 tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @ 2% mentioned in this clause in respect of the Designated Apartment 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 Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

It is hereby clarified that if any legal proceedings is started, by either of the parties, including but not limited to lawyer's notice , any offence under IPC of 1860 or IT Act 2000 or amendments thereto , any proceeding is initiated hereto before any court of law and/or statutory or quasi-judicial authority touching and/or in respect of any clause of this agreement, or in case of Online Defamation and/or illegal action against builder like cyber defamation, social media smearing or posting, complaint in any Police Station and any criminal activity against builder, or on complaint to statutory offices or action by any enforcement body takes place against allottee, then builder is not entitled to deliver possession or have any commitments under any clause whatsoever till the legal proceedings are completely settled / dismissed and both parties confirm the same. Any delay during that period shall not be considered on account of developer and shall be added to the schedule date Purchaser further undertakes and agrees not to do or carry out or cause to carry out any act that are criminal in nature in any location whatsoever or any activity that may cause harm to the goodwill of the Company or that may be detrimental to the interest of the company or its properties or the country at large. In case of such act is carried out by the Purchaser the Company shall have the right to seek necessary remedy under the law of the country and also to cancel the apartment allotted to Purchaser and the clause 9.3 shall become applicable

19 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges.

20 The power backup from the Common Generator in the Project shall be

commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

## **21 AREA CALCULATION:**

**21.1 Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

**21.2 Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

**21.3 Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

**21.4 Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of such Unit/Balcony.

22 The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

23 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone

24 On request of any statutory, financial, legal authorities for possession and information about apartment, builder has full liberty of handing over the apartment including physical possession to authorities and buyer shall not challenge the validity of the same. Buyer shall tackle case directly with concerned authority in case of dispute. This is especially but not limited to EOW, ED, Banks and financial authorities.

25 The Project shall bear the name "**DEBARGHO**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

**SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE- 'C' - PAYMENT PLAN**

The entire consideration for the said Flat (..... sq.ft. carpet area and ..... sq.ft. balcony area) are fixed and settled for a sum of the total consideration of **Rs. ....../- (Rupees .....)** only inclusive of .....% GST which to be paid by the Purchaser to the Vendor as follows :

NO. OF INSTALMENT	PAYMENT STAGE	% Of The Total Value	COST PER INSTALMENT	COMMON UTILITY AREA CHARGES	PARKING	GST	TOTAL
1	Application/ Earnest Money	Rs. 1,00,000					
2	On execution of the sale agreement of the said unit (within 15 days of date of the application)	20% (Less Application Money)					
3	On completion of Ground floor casting of the said tower + 25% of Parking.	10%					
4	On completion of 1st floor casting of the said tower + 25% of Parking.	10%					
5	On completion of 2nd floor casting of the said tower + 25% of Parking.	10%					
6	On completion of 3rd floor casting of the said tower + 25% of Parking.	10%					

7	On completion of 4th floor casting of the said tower.	10%					
8	On completion of brickwork of the designated tower.	8%					
9	On completion of Flooring & Painting.	8%					
10	On completion of Electrical & Plumbing.	8%					
11	On possession of the said unit	6%					
<b>TOTAL</b>		100%					

**N.B.-When we raise a demand, according to the work progress as per payment schedule the disbursement is liable to make within the stipulated time period of 7 Working days. Failure in making payment will attract a penalty of an aggregate of the current prime lending rate of State Bank of India plus two percent on the due Amount including the taxes as applicable at the prevailing time.**

**SCHEDULE- 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ UNIT)**

**During the period of constructional works, the Contractor will use the following Materials:-**

Cement	- reputed brand
Steel	- reputed brand
Brick	-Traditional Bricks/Fly Ash
Electrical	- reputed brand
Flooring	- reputed branded
Sanitary Fittings	- reputed brand
Water Fittings	- reputed brand
Paint	- reputed brand

The Contractor will complete the said building as per the following

**SPECIFICATION:**

- **PAINT:** -Internal - Smooth finished with wall putty.
- -External- Apex brand or weather proof coat on outside wall.
- **FLOOR:** -Vitrified Tiles in Living/ Dining and Bedrooms/Kitchen.
- -Staircase & Passages-Marble finish
- **KITCHEN:**

- Floor - Antiskid, Vitrified Tiles on Floor
- Counter - Granite Top
- Sink - Stainless Steel
- Dado - Tiles on top of counter up to 2ft.  
- Exhaust & Chimney point.
- **TOILETS :**
- Floor - Anti Skid/Mat Finish Tiles on Floor
- Dado - Glazed Tiles
- W.C - European/ Indian type of Parry war
- Wash Basin - Parry ware/ Hind war or equivalent reputed branded.
- Fittings - C.P/UPVC
- Door - P.V.C
- Window - Aluminium with glass louver.
- **DOOR:**
- Main Door - Wood frame with Solid core flush door with laminate both side with lock.
- Others Door - For bed room and kitchen- Solid core flush door with laminate both side.
- Toilet Door – Frame & shutter PVC.
- **WINDOW:** - Glazed sliding window with aluminium frame with glass.  
Entire building will be having aluminium frame with glass louver.
- **M.S. WINDOW& GRILL:**
  - 10mm x 10mm M.S. square bar
  - Stair railing: 10 x 10 mm M.S. Square bar and 20 mm x 20 mm post with S.S/MS hand rail cover.
  - Veranda, balcony, and railing: 3' ht M.S. Grill square bar./ Hollow Bar
  - M.S. Collapsible gate: Gr fl. Main door.
- **U.G. reservoir:** - R.C.C. reservoir (As per drawing);
- **Overhead water tank** - R.C.C. reservoir (As per drawing)
- **Plumbing:** - Supreme equivalent reputed branded.
- **Pump:** - Submersible Pump (one no.) with motor (Reputed make) along with auto control system.
- **External passage:** - Paver Block or Crazy flooring.
- **Boundary wall:** - As per drawing.
- **Ground floor car parking:** Cast in situ crazy mosaics finish over 100 mm thick PCC.
- **Electrical:** Reputed branded copper wire, concealed wiring in PVC conduct with ISI approved modular switches

**SCHEDULE- 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT):**

(Common Areas Installations and Facilities)

Under Ground Water Tank: As per specification one number of underground water tank to be provided.

Overhead water tank: One sufficient capable overhead water tank will be provided with supply of water line to all flat and common space with one electric motor with pump for lifting of water from underground reservoir to overhead tank. One Deep Tube-well will be provided.

Underground Septic Tank: As per specification underground septic tank will be provided.

Pump Room: Water Motor Pump to be cover with iron grill gate for safety.

Power supply and Meter space – Adequate power supply to be arrange and Meter space duly covered to be provided.

**ELECTRIC LINE AND FITTING IN COMMON SPACE:**

Adequate electric line/points to be provided at all common areas, amenities and facilities, like stairs, caretaker room, pump room, common bath room, lift machine room common passage, roof etc.

**SCHEDULE F: - (COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, washing, painting, re-building, reconstruction, decoration, re-decorating and lighting the common parts and the walls on the building.
2. The salaries of the entire person employed for the said purpose.
3. Insurance premium for insurance of the building against earthquake, fire, lightning, mob, violence, civil commotion, damage etc.
4. Municipality taxes, multi-storied building tax and other outgoings save those separately assessed on the respective Flats / units.
5. All charges and deposits for suppliers of common facilities and utilities.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the land with building.
8. The office expenses incurred for maintaining the office for common expenses.

**IN WITNESS WHEREOF** the parties above named have put their respective hands the day month and year first above written.

**SIGNED AND DELIVERED**

by the **PARTIES** at Kolkata

in the presence of :

1.

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**SIGNATURE OF THE VENDOR/PROMOTER**

2.

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**SIGNATURE OF THE PURCHASER**

**Drafted by me: -**

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the above named Purchaser a sum of **Rs. ....../- (Rupees .....)** **only** as an earnest money in respect of the said Flat, referred in the Fourth Schedule hereinbefore written and in terms of the Agreement for Sale as per Memo given below :-

<b>Date</b>	<b>Cheque/Cash</b>	<b>Bank's Name</b>	<b>Amount (Rs.)</b>
		<b>Total Amount</b>	

**WITNESSES :**

1.

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**SIGNATURE OF THE VENDOR/PROMOTER**

2.