

AGREEMENT FOR SALE (WITHOUT POSSESSION)

This Agreement for Sale (**Agreement**) Executed on this _____ Day of _____, 2019

BY AND BETWEEN

PROMOTER :

SRI RANA SAFUI (PAN-ABGPS2725P), son of Sri Bibhupada Safui, by faith Hindu, by occupation – Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700075, proprietor of **R.S. CONSTRUCTION**, a Proprietorship firm, having its office at 110, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, hereinafter referred to as the ‘**PROMOTER**’ (which 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 **FIRST PART**:

AND

ALLOTTEE:

..... (Pan), son ofy faith-Hindu, by occupation- Service, by Nationality -Indian, residing at.....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 or successor-in-office/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”.

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**” mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) “**Section**” means a section of the Act.
- e) “**Building Complex**” shall mean and include the said premises and the New Buildings there at with the Common Areas and Installations;
- f) “**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.

g) **“PROMOTER”** shall mean **SRI RANA SAFUI**, son of Sri Bibhupada Safui, by faith Hindu, by occupation – Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700075, India and include its successors or successors-in-office and/or assigns;

h) **“Common areas”** mean,

i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for the phase;

ii) The 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, air-conditioning, system for water conservation renewable energy;

vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;

vii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

i) **“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.

j) **“PROMOTER”** shall mean **SRI RANA SAFUI** (PAN-ABGPS2725P), son of Sri Bibhupada Safui, by faith Hindu, by occupation – Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700075 and include its and each of its successors or successors-in-office and/or assigns;

k) 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;

l) 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

A) RECITALS:

WHEREAS one Sri Dinonath Bandapadhyia was seized and possessed of or otherwise well and sufficiently entitled to land measuring about .27 decimals of C.S. Dag No. 1854, land measuring about .48 decimals of C.S. Dag No. 1855, total land measuring about .75 decimals of two Dags along with land measuring 1 Acer 08 decimals under C.S. Khatian No. 722, which is lying and situated at Mouza – Garfa, Touzi No. 56, R.S. No. 2, J.L. No. 19, P.S. Kasba now Garfa, Kolkata -700099, Ward No. 106 , Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas by way of inheritance.

AND WHEREAS during the period of Revisional survey Settlement Operation, the said land measuring about .75 decimals was recorded as R.S. Dag No.2138 (C.S. Dag Nos. 1854 & 1855) under R.S. Khatian No.779, and other rest land measuring .33 decimals of R.S. Dag No. 2393 and land measuring about .27 decimals & .06 decimals of R.S. Dag No. 2392 in the name of said Dinonath Bandapadhyia in the finally published Records of Rights as the absolute owner thereof.

AND WHEREAS said Dinonath Bandapadhyia while seized and possessed of the aforesaid land measuring about .75 decimals more or less which is lying and situated at Mouza Garfa, comprised in C.S. Khatian No. 722 and R.S. Khatian No. 779, appertaining to C.S. Dag Nos. 1854 & 1855 comprised in R.S. Dag No. 2168, sold, conveyed and transferred land measuring about 17 decimals equivalent to 10 (ten) decimals more or less to one Sri Debobrata Chakraborty, of 393, Monohar Pukur Road, Bhawanipur, Kolkata by way sale deed dated 08.03.1960 which was registered in the Office of Sub-Registry Alipore and recorded in Book No. I, Volume No. 27, pages from 291 to 296, being No. 1996 for the year 1960.

AND WHEREAS after purchase of the aforesaid land said Sri Debobrata Chakraborty become the absolute owner and having peaceful possession, occupation of the said property and said property free from all encumbrances and divided said plot of land into two plots being No. 17 & 18.

AND WHEREAS said Sri Debobrata Chakraborty, while seized and possessed of the aforesaid land measuring about 10 Cottahs more or less, sold, conveyed and transferred the said land to and unto **Smt. Uma Guha alias Rama Guha**, wife of Sri Shyamalendu Guha, by sale deed which was duly registered in the Office of D.R. Alipore and recorded in Book No. I, Volume No. 111, pages from 24 to 29, being No. 6533, for the year 1967.

AND WHEREAS said Debobrata Chakraborty, executed deed of Rectification on 12.12.1968, for some mistake of Deed No. 6533 of 1967, which was duly registered in the Office of Joint Sub-Registrar Alipore and recorded in Book No. I, Volume No. 125, pages from 229 to 231, being No. 7227 for the year 1968.

AND WHEREAS said Smt. Uma Guha alias Rama Guha while seized and possessed of the aforesaid property, gifted land measuring about 3(three) Cottahs, being Plot No. 18A, which is lying and situated at Mouza Garfa, comprised in C.S. Khatian No. 722 and R.S. Khatian No. 779, appertaining to C.S. Dag Nos. 1854 & 1855 comprised in R.S. Dag No. 2168, under K.M.C. Ward No. 106, Kolkata -700099, to his elder son namely **Sri Dhiman Guha**, son of Sri Shyamalendu Guha, by way Gift Deed, on 23.12.1991, which was duly registered in the Office of D.R. Alipore and recorded in Book No. I, being No. 18603 for the year 1991.

AND WHEREAS said **Smt. Uma Guha alias Rama Guha** while seized and possessed of the aforesaid property, gifted land measuring about **3(three) Cottahs**, being Plot No. 17A, which is lying and situated at Mouza - Garfa, comprised in C.S. Khatian No. 722 and R.S. Khatian No. 779, appertaining to C.S. Dag Nos. 1854 & 1855 comprised in R.S. Dag No. 2168, under K.M.C. Ward No. 106, Kolkata -700099, to his son namely **Sri Kalyan Guha**, son of Sri Shyamalendu Guha, by way Gift Deed, on 23.12.1991, which was duly registered in the Office of D.R. Alipore and recorded in Book No. I, being No. 18604 for the year 1991.

AND WHEREAS said **Kalyan Guha** after getting the aforesaid land measuring about 3 Cottahs by way gift, become the absolute owner and having peaceful possession, occupation of the said land and said property free from all encumbrances.

AND WHEREAS being the Owner of the said land, the Sri Kalyan Guha mutated his name in the Office of the Kolkata Municipal Corporation in respect of the said land with structure which has since been known and numbered as KMC Premises No. 679, Kalikapur Road, Ward No. 106, Kolkata -700099, vide Assessed No. 31-106-07-0679-0.

AND WHEREAS said **Smt. Uma Guha alias Rama Guha** after gifted two plots of land, being Plot No. 18A(land area 3 Cottahs) & Plot No. 17,(land area 3 Cottahs) total land measuring about **6(six) Cottahs** of land out of 10 cottahs more or less to her sons namely **Sri Diman Guha and Sri Kalyan Guha**, become the owner of rest land measuring about **4 (four) cottahs** more or less and having peaceful possession, occupation of land measuring about 4 Cottahs more or less.

AND WHEREAS being the owner of the said land measuring about **4(four) cottah** more or less said **Smt. Uma Guha alias Rama Guha** mutated her name in the office of the Kolkata Municipal Corporation in respect of the said land with structure, which has since been known

and numbered as **Municipal Premises No.125, Kalikapur Road, Ward No. 106, Kolkata - 700099**, vide Assessee No. 31-106-07-0125-1, upon payment of rates and taxes thereto.

AND WHEREAS thus the said namely **Smt. Uma Guha alias Rama Guha** herein seized and possessed of the said land measuring **4(four) Cottah 0 Chittak 0 sq.ft.** more or less together with 100 sq.ft. Tin shed structure standing thereon, more fully described in the Schedule hereunder written, hereinafter referred to as 'SAID PROPERTY' having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS said **Smt. Uma Guha alias Rama Guha** while seized and possessed of the aforesaid property, sold, conveyed and transferred land measuring about 4(four) Cottah 0(zero) Chittaks 0(zero) sq.ft. being Plot No. P-18 & P-17 , which is lying and situated at Mouza - Garfa, comprised in C.S. Khatian No. 722 and R.S. Khatian No. 779, appertaining to C.S. Dag Nos. 1854 & 1855 comprised in R.S. Dag No. 2168, under K.M.C. Ward No. 106, being K.M.C. Premises No. 125, Kalikapur Road, Kolkata -700099, by deed of Conveyance dated 12.05.2017, which was duly registered in the Office of D.S.R-III, Alipore and recorded in Book No. I, Volume No. 1603-2017, page from 51069 to 51089, being No. 160301961 for the year 2017 in favour Vendor herein namely Rana Safui, son of Bibhupada Safui

AND WHEREAS said **Kalyan Guha** while seized and possessed of the aforesaid property, sold, conveyed and transferred land measuring about 3(three) Cottah 0(zero) Chittaks 0(zero) sq.ft. being Plot No. P-17A , which is lying and situated at Mouza - Garfa, comprised in C.S. Khatian No. 722 and R.S. Khatian No. 779, appertaining to C.S. Dag Nos. 1854 & 1855 comprised in R.S. Dag No. 2168, under K.M.C. Ward No. 106, being K.M.C. Premises No. 679, Kalikapur Road, Kolkata -700099, by deed of Conveyance dated 12.05.2017, which was duly registered in the Office of D.S.R-III, Alipore and recorded in Book No. I, Volume No. 1603-2017, page from 51090 to 51109, being No. 160301962 for the year 2017 in favour Vendor herein namely Rana Safui, son of Bibhupada Safui.

AND WHEREAS the said Rana Safui Vendor herein become the owner/Promoter of total land measuring about 7 Cottahs by two deeds vide No. 01961 & 01962 for the year 2017.

AND WHEREAS thus the owner/Promoter herein became the owners of total land measuring 7 Cottah 0 Chittak 0 sq.ft. be the same a more or less, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS said Rana Safui after purchase of the aforesaid property, mutated his name before Kolkata Municipal Corporation and recorded as Premises No. 125, Kalikapur Road, Ward No. 106, Kolkata -700099.

WHEREAS

- i) Vendor herein become absolute owners of total land measuring 7 Cottah 0 Chittak 0 sq.ft. be the same a little more or less and they jointly seized and possessed of and/or

otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT 7 Cottah 0 Chittak 0 sq.ft. be the same a more or less more fully 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 7 Cottah 0 Chittak 0 sq.ft. be the same a more or less in respect thereof.

- ii) The building plans for construction of the New Buildings has been caused to be sanctioned by the owner from the Kolkata Municipal Corporation, South 24 Paraganas vide Building Permit No 2018120326 dated 27-03-2019.
- iii) The Owner has provided to the Allottee copies of all documents of title, the Building Plans and all other papers and documents required by the Allottee relating to the said premises for independent verification, due diligence and satisfaction by the Allottee. The Allottee has also inspected and got himself fully satisfied about the site of the said premises at which the Building Complex is being developed.
- iv) The parties hereto do hereby record into writing the terms and conditions applicable to the sale of the Apartment (Including One Dependent Covered Car Parking) by the Vendor to the Allottee as hereinafter contained.

- B)** The said Land is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and the said project shall be known as “.....”. 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 isa part of the plan approved by the competent authority;
- C)** The owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the owner regarding the said Land on which Project is to be constructed have been completed.
- D)** The Kolkata Municipal Corporation, South 24 Paraganas has granted the commencement certificate to develop the project vide approval dated bearing registration no.
- E)** owner/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from The Kolkata Municipal Corporation, South 24 Paraganas, West Bengal. The Owner agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F)** The owner/Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at South 24 Parganas District on under registration no for G+III under registration no. for 4th floor.

- G)** The Allottee had applied for an apartment in the Project vide application nodated and has been allotted apartment no. having carpet area of **square feet**, , onfloor as permissible under the applicable law and of proportionate share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);
- H)** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I)** The payments in the account name as mentioned in clause 2 shall be continued to be made until instructions to the contrary are given in writing by the Promoter to the Allottee. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to agree nor to set up any oral evidence regarding any payment.
- J)** The Consideration shall be paid by the Allottee to the Promoter in instalments as mentioned in the SCHEDULE-C hereto. Unless otherwise expressly mentioned elsewhere herein, the payment of any instalment mentioned in the within stated SCHEDULE-C shall be made by the Allottee within 21 days of issuance of notice by the Promoter demanding the same.
- K)** The payment of all Extras and Deposits shall be made by the Allottee to the Owner before taking possession of the Designated Unit and within 21 days of issuance of notice from the Owner demanding the same. In case as on the date of the Owner issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Owner shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the 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 crystallized 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 such amounts within 21 days of issuance of notice from the Promoter in this behalf.
- L)** The Tax Deductible at Source under the Income Tax 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 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.
- M)** The owner/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.

- N)** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O)** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- P)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Open/Dependent covered/ Independent Covered parking (if applicable) as specified in para G.

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 Apartment as specified in para G.

1.2 The Total Price for the Apartment including GST based on the carpet area is **Rs**/-(**Rupees**) only (“Total Price”):

Block/Building/Tower:		Carpet Area :Sft.	
Apartment Number:			
Floor:			
	Apartment Cost	GST	Apartment Cost including GST
TOTAL PRICE (In Rupees)	Rs.	Rs.	Rs.
/--

AND (IF/ AS APPLICABLE)

Car Parking Details	Amount (Rupees)(Including GST)
Dependent Cover Car Parking	Rs.
TOTAL PRICE (In Rupees)	Rs.

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./- (Rupees only) towards Transformer Charges including GST, Rs./- (Rupees only) towards Generator Charges including GST ..

b)

d) The allottee shall pay Rs./- as Legal Charges in favor of “Alok Safui ” 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 Apartment;

(ii) The Total Price above includes the adjustment of GST input as per the anti-profiteering provision of GST Act.

(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 apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iv) The Owner 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 Owner 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the

common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project.

1.3 The total price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be 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 owner/Promoter may allow, in its sole discretion a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 10% per annum for the period by which the respective instalment has been prepared. 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 Owner 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 apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

- 1.7. The owner/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 Owner 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 apartment, allotted to Allottee, the Owner 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 Owner agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- i. The Allottee shall have exclusive ownership of the Apartment;
 - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of 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 Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows fire detection and fire-fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment /plot, as the case may be , as per the pre appointed date fixed with the Promoter.
- 1.9. It is made clear by the Owner and the Allottee agrees that the Apartment 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 owner/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner 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** /- (**Rupeesonly**) as booking amount being part payment towards the Total price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules 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:

PAYMENTS: 2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata. 2.2 The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total

Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated. Draft Agreement for WBHIRA 38 2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution. 2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and nonreceipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts. 2.5 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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 there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer or security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 Owner accepts no responsibility in regard to matters specified in part 3.1 above.

The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, the Promoter shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in 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 Apartment, 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 owner/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 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 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 APARTMENT:

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 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 Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure 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 Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in 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 Apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take

possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession 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 Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of 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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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 Owner 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 Apartment 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 Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas ;
- (v) The owner/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 Owner 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 which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The owner/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of 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 apartment, 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 [Apartment/ Plot]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 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 Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, 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 apartment, 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 Apartment, 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 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment 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 APARTMENT:

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

[Provided that, in the absence of local law, the conveyance deed in 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/APARTMENT/PROJECT:

The owner/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 Apartment.

12. DEFECT LIABILITY:

12.1 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 the

agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. 12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee is/are aware that the Said Tower/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The owner/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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said Premises, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment 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 Apartment, 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 Apartment and keep the Apartment, 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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.

15.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in Schedule G below.

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

The Parties are entering into this Agreement for the allotment of an Apartment 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(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in the 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 office of DSR III, 24 Parganas (South), Alipore, West Bengal 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 Apartment/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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [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 Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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 agreement, 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 Sub-Registrar at office of DSR III at 24- PGS (S), Alipore. West Bengal. Hence this Agreement shall be deemed to have been executed at office of the Sub-Registrar at office of DSR III at 24- PGS (S), Alipore. West Bengal .

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's Address:.....

OWNER/PROMOTER name : SRI RANA SAFUI, Son of Sri Bibhupada Safui, by faith- Hindu, by occupation – Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Surveypark, Kolkata – 700075. PROPRIETOR OF R.S. CONSTRUCTION.

Promoter Address : having its office 210, Garfa Main Road, Kolkata – 700078, P.S. – Garfa, West Bengal

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 apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, 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 and any other terms and conditions as per the contractual understanding between the parties, however that such additional terms and conditions are not in derogation of or inconsistent with the terms and condition set out above or the Act and the Rules and Regulation made thereunder.

NOMINATION/DISCLAIMER BY THE ALLOTTEE:

33.1 The Allottee may, only after a period of 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. The Allottee shall not be entitled to assign or transfer this agreement for a period of 24 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 fit outs to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the 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 Fit out 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.

- (vi) 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

ALL THAT a piece and parcel of Bastu land measueing 7 Cottah 0 Chittak 0 sq.ft. be the same a more or less together with G+III Storied building has been erecting as sanctioned building plan, situated at Mouza - Garfa, comprised in C.S. Khatian No. 722 and R.S. Khatian No. 779, appertaining to C.S. Dag Nos. 1854 & 1855 comprised in R.S. Dag No. 2168, under K.M.C. Ward No. 106, being K.M.C. Premises No. 125, Kalikapur Road, Kolkata -700099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, and the same is butted and bounded as follows :-

On the North : Land of Plot No. P-16.
On the South : Land of Plot No. P-18A.
On the East : 18'-0" wide K.M.C.Road.
On the West : Land of Dag No. 2181

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT a self contained flat, being **Flat No.....**, on **floor**, side, measuring about Car pet area.....sq.ft more or less and built up area **sq.ft.** more or less and super built up areasq.ft. be the same a little more or less consisting of two bed rooms, one Drawing-Dining, one kitchen, one toilet, one W.C. and one balcony, including the proportionate share in the common areas and facilities and a car parking space on ground floor measuring **120 sq.ft.** together with undivided proportionate share in the land situated at being Premises No. 125, Kalikapur Road, Kolkata -700099 at present lying within the limits of the Kolkata Municipal Corporation , Ward No.106, in the District of South 24-Parganas, more fully described in the First Schedule hereinabove written and the said flat is clearly shown and delineated in the map or plan annexed hereto and depicted with RED border line therein.

Allottee:

1. Signature _____
Name _____
2. Signature _____
Name _____

Promoter:

1. Signature _____
Name _____
(As a Constituted Attorney Holder of
Bhutoria Construction Pvt. Ltd. And Self)

SCHEDULE – C**PART - I****PAYMENT PLAN FOR “TOTAL PRICE”**

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

Sl No.	Particulars	Amount (in Rupees) (Excluding GST)	Amount (in Rupees) (GST)	Amount (in Rupees) (Including GST)
1	10% of Flat and Car Parking Value as booking money before the execution of this Agreement;			
2	10% of Flat and Car Parking Value minus booking money as earnest money at or before the execution hereof;			
3	10% of Flat and Car Parking Value as further earnest money on the completion of Piling of the Designated Block;			
4	15% of Flat and Car Parking Value as further earnest money on the completion of 1st floor roof casting of the Designated Block;			

5	15% of Flat and Car Parking Value as further earnest money on the completion of 4th floor roof casting of the Designated Block;			
8	15% of Flat and Car Parking Value as further earnest money on the completion of Flooring of the Designated Unit;			
10	15% of Flat and Car Parking Value as further earnest money on the completion of External Paint and Plumbing & Sanitary Fittings of the Designated Unit;			
11	10% of Flat and Car Parking Value 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			
TOTAL				

Allottee:

1. Signature _____

Name _____

2. Signature _____

Name _____

Promoter:

1. Signature _____

Name _____

(As a Constituted Attorney Holder of
Bhutoria Construction Pvt. Ltd. And Self)

SCHEDULE –D

SPECIFICATION FOR THE APARTMENT

Structure	:	The Building shall have R.C.C. framed structure of Ascalated Spread footing.
Foundation bedding	:	P.C.C. (1:3:6) on 3” thick B.F.S
Brick Wall	:	All exterior brickwork shall be 8” thick with bricks of Approved quality of C.M. (1:6). All partitions shall be 3” thick bricks of approved quality of C.M. (1:4).
Floor bedding	:	P.C.C. (1:3:6) floor bedding 4”thick (average) over 3” thick. Soling in ground floor.

Floor finish, skirting, dado etc.

Victrified Flooring to all floor, 6” height skirting to all rooms and 6’-6” glazed tiles to bath and lav and 3’ – 0” bean height glazed tiles above cooking platform and sink and basin (stainless steel).

Drawing & Dining and all other rooms etc. will be Victrified flooring.

Plaster	:	That outside of the building will have sand cement plaster (1:6). ¾’ thick (average) whereas the inside and the ceiling plaster will be ½” thick (average) in (1:4).
Door & Windows	:	1.a) Godrej lock with handle for main door. 2.a) Commercial Flash door with polish both sides. b) Sal wooden doorframe.
Windows	:	a) Aluminum windows as per approved design of architect. b) All windows shall have glazed glass/planes. c) All windows shall be covered by Grills
Loft	:	At least one loft will be provided, loft in kitchen/ Bath

Room.

White-wash and Co lour – wash

The building shall be painted externally. The inside of the flat shall be plaster of parish on the plaster surface.

- Toilet : 1. Bath.
- a) European type white commode and one
White plastic cistern
 - b) One white wash basin.
 - c) One Shower & mixture.
2. W.C.
- a) European type white commode and one
White plastic cistern
 - b) Two cocks.
3. All water pipes/lines will be concealed.
- Kitchen : a) One steel Sink.
- b) One Aquaguard point.
 - c) Two cocks.
- Electric Points : 1. Bed Room
- a) One Fan Point
 - b) Two light Point
 - c) One 5 amp Plug point on switch bord.
2. Drawing & Dining Room
- a) Two Fan Points.
 - b) Three light Points.
 - c) One T.V. Point (5 amp.).
 - d) One Fridge Point (5 amp.).
 - e) One CTV point without wire.
 - f) One telephone point without wire.
3. Kitchen
- a) One light point.
 - b) One Exhaust Fan Point.
 - c) One Aquaguard Point (5 amp.).
 - d) One microwave point (15 amp.)
4. Toilet

- a) One light point.
 - b) One Exhaust Fan point.
 - c) One Geysers point (15 amp.).
5. W.C

- a) One light point.
 - b) One Exhaust Fan point.
6. Balcony

- a) One light point.
- 7. One Electric bell point on main door.
- 8. Havells Modular Switch.
- 9. Finolex wire.
- 10) A.C. Point in one Bed Room.

Lift : Lift facility.

**All wiring will be as per existing C.E.S.C. regulations will be concealed,

WATER SUPPLY :

1. One R.C.C. Overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir.

COMPOUND:

- 1. 5' ft. height compound wall to be made from existing road level.
 - 2. M.S. Grill gate as per approved design of the ARCHITECT and painted both side.
- All the above technical specifications are subject to being approved by K.M.C. Authority and they may be added to or altered depending upon the size of the flat concerned and on mutual agreement between the developer and the Owners.

Allottee:

1. Signature _____

Name _____

2. Signature _____

Name _____

Promoter:

1. 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

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** **only**) only being earnest money out of the full consideration money as per Memo below:-

MEMO

SI NO.	Cheque No.	Date	Branch	Amount (Rs.)
1				
2				
3				
4				
5				
Total (Rupees only)			

WITNESSES:

- 1.
- 2.

Signature of the PROMOTER