

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 2018

By and Between

Bengal Unitech Universal Infrastructure Private Limited (CIN: U45201DL1996PTC080900), (PAN – AAACU7148Q), a company incorporated under the provisions of the Companies Act, 1956, [As amended by the Companies (Amendment) Act, 2013 (18 of 2013) {w.e.f 30.08.23013} having its regional office at Uniworld City, Horizons Tower 7, Unit Nos. 001 & 002, Action Area III, Major Arterial Road, P.S-New Town, Rajarhat, Kolkata 700 160, Registered office at Basement, 6 Community Centre, Saket, New Delhi-110017 and its Corporate office at Unitech House, L Block, South City-I, Gurgaon-122001 represented by its authorized signatory _____ son of _____ (Adhar No. _____) authorized vide Board Resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest, executors, administrators, and permitted assignees);

AND

Mr. / Ms. _____ (Adhar No. _____) son/daughter of _____, aged _____ about _____, residing at _____, (PAN NO. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

include his/her heirs, successors or successors-in-interest, executors, administrators, and permitted assignees)

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 Act,2018 made under the West Bengal Housing Industry Regulation Act,2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act,2017;
- d) "section" means a section of the Act

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the entire piece and parcel of land measuring about (1) 25.92 acres [16.12 acres (65237.75 sqmts) and 9.80 acres (39661 sqmts)] be the same or little more or less being plot no. AA-III/BLK-2/2 in Street No.24 meter wide road and AA-III/BLK-2/3 in MAR (East West) 59 mts wide road respectively situated in New Town, P.S Rajarhat, Dist- North 24 Paraganas, presently in the Panchayat Area. ("Said Land") vide Sale deed dated 01.02.2007 registered as documents no. 0843/07, Book-I, Volume No.53, Pages from 12 to 135 at the office of the A.D.S.R Bidhannagar, Salt Lake City. (2) ALL THAT piece and parcel of land measuring about 5.70 acres (23070 sqmts) be the same or little more or less being plot no. AA-III/BLK-2/4 in MAR (East West) 59 mts wide road respectively situated in New Town, P.S Rajarhat, Dist- North 24 Paraganas, presently in the Panchayat Area vide Sale deed dated 21.03.2007 registered as documents no.

1517/07, Book-I, Volume No.94, Pages from 51 to 69 at the office of the A.D.S.R Bidhannagar, Salt Lake City. (3) ALL THAT piece and parcel of land measuring about 15.97 acres (64630.6 sqmts) be the same or little more or less being plot no. AA-III/BLK-2/5 in MAR (East West) 59 mts wide road respectively situated in New Town, P.S Rajarhat, Dist- North 24 Paraganas, presently in the Panchayat Area vide Sale deed dated 26.04.2007 registered as documents no. 2554/07, Book-I, Volume No.01, Pages from 18251 to 18268 at the office of the A.D.S.R Bidhannagar, Salt Lake City (4) ALL THAT piece and parcel of land measuring about 15.16 acres (61349.84 sqmts) be the same or little more or less being plot no. AA-III/BLK-2/1 in MAR (East West) 59 mts wide road respectively situated in New Town, P.S Rajarhat, Dist- North 24 Paraganas, presently in the Panchayat Area, Sale deed dated 30.07.2005 registered as documents no. 5162/05, Book-I, Volume No.316, Pages from 1 to 15 at the office of the A.D.S.R Bidhannagar, Salt Lake City. (5) ALL THAT piece and parcel of land measuring about 20.02 acres (81034.78 sqmts) be the same or little more or less being plot no. AA-III/BLK-2/6 in Street No.3333 in AA-III situated in New Town, P.S New Town (Erstwhile Rajarhat), Dist- North 24 Paraganas, presently in the Panchayat Area falling within Mouza- Patharghata, J.L. 36 under Patharghata Gram Panchayat, Sale deed dated 30.06.2009 registered as documents no. 5956/09, Book-I, CD Volume No.06, Pages from 7779 to 7795 at the office of the A.D.S.R Bidhannagar, Salt Lake City. (6) ALL THAT piece and parcel of land measuring about 15.563 acres (62981.52 sqmts) be the same or little more or less being premises no. AA-III/BLK-2/1 in Street No. 24 mts wide road (Erstwhile plot no. AA-III/BLK-2/1) respectively situated in New Town, P.S Rajarhat, Dist- North 24 Paraganas, presently in the Panchayat Area, Sale deed dated 29.06.2006 registered as documents no. 6901/06, Book-I, Volume No.416, Pages from 79 to 99 at the office of the A.D.S.R Bidhannagar, Salt Lake City, a total of 98.33 Acres of Land.

- 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 West Bengal Housing Infrastructure Development Corporation Ltd (W.B.H.I.D.C.O) has granted the commencement certificate to develop the Project vide approval dated-22.06.2010 bearing no. 23/HIDCO/CE(EM)/BP Section/181BP/10-11.
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, from The West Bengal Housing Infrastructure Development Corporation Ltd (W.B.H.I.D.C.O). The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on under registration no. _____;
- F. The Allottee had applied for an apartment in the Project vide application no. 0721 dated 31.01.2011 and has been allotted apartment no. 0804 having carpet area of 957 square feet, type 2 BHK on 08 floor in [tower /block/ building no. 08 ("Building") along with garage/covered car parking no. 401 admeasuring _____ square feet in the basement_____ as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. [Please enter any additional disclosures/details] The Additional Disclosures are as follows:

- a. Holding Charges: That if the Purchaser(s) fails or neglects to take the delivery of the apartment within the time prescribed under the said "Notice Of Possession" issued by the Developer, the Purchaser(s) shall be liable to pay "Holding Charges" @ Rs 5/- per sq. per month, starting from the expiry of the date prescribed in the "Notice of Possession" till the date the Purchaser(s) takes the actual physical possession of the Apartment. The holding charges shall be in addition to the amount payable by the "Purchaser(s) as his/her/their share of the Government or Municipal Taxes, maintenance or other administrative charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency, for the period for which the Purchaser(s) has not taken the actual physical possession of the Apartment

- b. Club Registration: That in accordance with the development plan of the complex, the Developer proposes to develop a Club for the purpose of social activities and the Purchaser(s) consents to avail membership of this club. That the recreational club with a swimming pool, gym and health club is proposed to be provided in the complex. This club may be developed simultaneous to or after development of the apartment and for membership and development of the club, the Purchaser(s) shall pay Rs_____ (Rupees _____ only). It is however made clear that by making payment of such membership fee, the Purchaser(s) shall not have any ownership right. On the club becoming functional, keeping in view the general requirement of the members, the quantum of facilities

available in the club and other incidental factors effecting running and maintenance, the Purchaser(s) shall pay charges as prescribed from time to time and also abide by rules and regulations framed by the Developer for proper management of the Club

- c. Documentation Charges: That the transfer deed of the Apartment(s) shall be executed and registered in favour of the Purchaser(s) after the apartment have been constructed and the entire consideration together with all other dues and deposits etc, have been received by the Developer. The deed of transfer shall be drafted by solicitors/advocates appointed by the Developer and shall be in such form and contain such particulars as shall be approved by the Developer. If the Purchaser(s) do not get the deed executed and registered within the date notified, the cost and consequences of the same, including taxes/penalties levied by any authority will be to the account of the Purchaser(s). Each Purchaser(s) will also be required to pay developer documentation charges @0.75% of the total price of the apartment. The Purchaser(s) will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of the deed of transfer of their respective apartments.

- d. Gas Connection Charges: That reticulated gas system through a specially installed network of pipes to each apartment connecting to the gas bank shall be installed in the complex. The entire network is set as per Fire safety guidelines. Each apartment will be provided with a single point gas connection in the kitchen. The Purchaser(s) shall pay charges as may be determined by the developer on or before possession to the developer towards cost of installation of this system and for providing metering device. Further if the Purchaser(s) opts to use this facility he shall also pay usage charges for gas consumption to the Gas supply agency as per the meter reading provided thereof. The gas will be supplied by the Gas supply agency and the developer will not be directly responsible for such supply.

All charges, levies etc, if any shall be also payable by the Purchaser(s) to the Gas supplying agency who shall be responsible for maintenance of the installed network.

- e. Electrical Substation Charges: That if the permission to receive and distribute bulk supply of electricity in the said complex is received by the Developer or its nominated maintenance agency of the association, the Purchaser(s) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing the Purchaser(s) shall execute a power supply agreement and/or any other document as may be required for this purpose, containing the requisite terms and conditions. That The Purchaser(s) shall pay to the developer, in proportion to the area of the Apartment, the charges incurred by the developer towards installation of equipment, setting up of substation and deposits paid to West Bengal state electricity board (WBSEB)/New town electric supply Developer Ltd (NETESL) or any other Government/Statutory authority. The Purchaser(s) further agrees to pay to the developer or to the concerned authority installation charges for electric meter, cable connection charges, security deposit for the electric meter, and energizing charges. The Purchaser(s) shall sign and execute all papers, documents, agreements, undertakings as prescribed for the purpose of obtaining electricity, power back up facility and/or any other service or connection in the complex as and when required by the Developer.

- f. That the Purchaser(s) also undertakes to pay on demand to the developer or any other Government/statutory authority the actual cost of electricity, water consumption charges and sewer charges and/or any other charge which may be payable in respect of the said apartment.

- g. Scope of Maintenance: That the scope of maintenance and general upkeep of various common services within the building shall broadly include operation and maintenance of lifts, operation and maintenance of generators including diesel, maintenance of firefighting systems, garbage disposal and upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the apartment but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, Horticulture, drainage system, common area lighting, water supply, general watch and ward within the complex. Limited power backup facility [500W for 2 Bed Room Apartment, 750W for 3 Bed Room Apartment] shall be provided for each apartment and subscribing to the same shall be mandatory. Onetime installation charges shall be payable @ Rs75/- per sq. Consumption charges of power backup on actual usage shall be charges separately, which the Purchaser(s) would be liable to pay.
- h. That the Purchaser(s) before taking possession of the apartment shall enter into a separate maintenance agreement with the maintenance agency appointed or nominated by the Developer, which shall maintain the common areas and facilities of the complex for a period of three years, as it may not be possible to transfer the responsibility of maintenance to the respective owner of apartment immediately on giving possession of the apartment. That the Purchaser(s) shall be required to pay to the Developer/Maintenance agency maintenance charges on the basis of the super area of the apartment as determined by the Developer at the time of offer of possession of the apartment plus GST or any tax as may be applicable and shall be payable in advance for a period of three years before the possession of the apartment is handed over to the Purchaser(s). In case of failure in making payment of maintenance charges, the Purchaser(s) shall be liable to pay interest 18% p.a for the period of delay. The Purchaser(s) also pay Rs 25/- per sq.ft of the super area of the apartment towards repainting of the external façade of the building. In

addition sinking fund will be created and will be paid extra by the Purchaser(s) for replacement, refurbishing, major repairs of the plants and equipment etc, installed in the complex or towards any unforeseen contingency in future. The Purchaser shall comply with all the terms and conditions stipulated in the maintenance agreement. That the Purchaser(s) shall become a member of the apartment owner's association act and shall continue to pay the maintenance charges as determined by the said association from the date when the maintenance is handed over to the Association.

- i. Preferential Location Charges: That the developer apart from basic price shall charge fixed Preferential Location charges (PLC) as applicable in consideration for certain apartments in the complex and if Purchaser(s) opts for booking of any such apartment, he/she shall be liable to pay such charges referred to such charges referred to as Preferential Location charges (PLC) and if due to change in layout plan or otherwise the said apartment ceases to be preferentially located, the Developer shall be liable to refund the amount of preferential location charges paid by the Purchaser(s) without any interest or compensation. The Developer has the sole discretion to decide a location as preferential location.
- j. Taxes and Levies: That all taxes, levies, assessments, demands or charges levied or leviable in future on the Land or the buildings or any part of the complex including taxes like value added tax, works contract tax, service tax or any other tax both present and future as may be applicable shall be borne and paid by the Purchaser(s) in proportion to the area of the apartment.
- k. Alteration in Layout Plans, Designs and Specifications:
 - i. That the Developer shall have the right to effect suitable alterations in the layout plan, if and when found necessary or as required by the concerned

regulatory authorities or otherwise. Such alterations may include change in location, preferential location, number, increase or decrease in the number of apartments, floor, block or area of the Apartment. To implement such change and if considered necessary, the Developer may also execute a supplementary agreement with the Purchaser(s)

Provided, however, if as a result thereof, there be any change in the location, preferential location, number, boundary or area of the said Apartment, such change in the area shall inter-alia entail proportionate increase or decrease in the Consideration of the built-up Apartment at the original rate at which the Apartment was booked.

- ii. That the specifications of the Apartment and amenities planned for the Complex are attached hereto as Annexure B. In the event of paucity or non-availability of any material, the Developer shall have the right to use alternative material/article but of equally good quality. Opinion of Developer's Architects on such changes shall be final and binding on the purchaser(s).
- iii. That in case during the course of construction and/or after the completion of the Complex, further construction on any portion of the land or building or terrace becomes possible, the Developer shall have the exclusive right to take up or complete such further construction as belonging to the Developer notwithstanding the designation of any common area as Limited Common Areas or otherwise. In such a situation, the proportionate share of the Purchaser(s) in the Common Area facilities and Limited Common Areas and Facilities shall stand varied accordingly. Further all the residuary rights in the proposed Complex shall continue to vest with the Developer till such time as the same or apart thereof are allotted or otherwise transferred to any particular person/organization or to the Association of Owners of the Complex.

L. Electricity, Water Connection Charges and Maintenance Deposit

That the Purchaser(s) shall pay to the Developer water and sewerage connection charges. The Purchaser(s) shall also pay to the Developer Interest Free Maintenance Security Deposit @20 per sq.ft of the Super Area of the Apartment. However, on formation of Association of Apartment Owners the balance fund available in this account shall be transferred to the Association.

After taking over maintenance of the said Complex, Apartment Owner's Association shall approach the concerned New Town Authority for getting supply connection. For electricity connection, the Allottee(s) will have to pay individually to New Town Electricity Supply Developer Limited/WBSEB or any statutory authority. The Purchaser(s) shall be required to pay the applicable security deposit and/or other charges for the same to New Town Electricity Supply Developer Limited/WBSEB.

That so long as the maintenance and replacement charges are paid regularly, the Purchaser(s) or anyone lawfully claiming under him/her shall be entitled to use the common facilities. In the event of default of such payments, it shall not be open to the Purchaser(s) to claim use or any right to the common facilities and in such an event the Developer, in its sole discretion can stop the use of such common facilities and services by the Purchaser(s)/ Occupant of the Apartment. The user of such common facilities shall be permitted again as soon as the breach is rectified and payments are made.

M. Change in Specifications/Super Area

- i. That the allotment of the Apartment is subject to alterations necessitated during the construction of the Apartment. The Developer in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the Apartment. If due to such change, there is any increase/decrease in the

super area, the revised price shall be calculated at the original rate at which the Apartment was booked for Allotment.

- ii. It is understood by the Purchaser(s) that there can be variations in the Super Area of the Apartment or its location and in such an event, no claim, monetary or otherwise, will be entertained or accepted by the Developer, except that the original rate per Sq.mtr/Sq.ft and other charges will be applicable on any increase or decrease in the area. The Developer shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the Purchaser(s) or the Developer shall be entitled to recover from the Purchaser(s) the additional price and other proportionate charges, without interest, as the case may be.

N. Internal Security

It is expressly understood that the internal security of the Apartment shall always be the sole responsibility of the Purchaser(s).

O. That in case the Purchaser(s) wants to avail of a loan facility from its employer or financing bodies for purchase of the Apartment applied for, the Developer shall facilitate the process subject to the following:

- i. The terms of the financing agency shall exclusively be binding and applicable upon the Purchaser(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule will rest solely on the Purchaser(s). Any failure in the Purchaser(s)'s loan being disbursed or sanctioned or delayed, shall not relieve the Purchaser(s) of their responsibility to make the payment of installment to the Developer as per Schedule on the

respective due dates, which is the essence of the terms of this Application.

P. Further Papers, Applications, Declarations etc:

That the Purchaser(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance to this transaction and do all the acts, deeds, and things as the Developer may require for safeguarding the interests of the Developer and other Apartment Owners or Occupants of the Complex.

Further Obligations:

- i. The Purchaser(s) herein shall not have any right over and in respect of the covered and uncovered open spaces and/or parking spaces on open area at the said Building/Complex, save and except the parking spaces as are specifically agreed to be allotted/sold to the Purchaser(s) by the Developer. The uncovered and/or covered parking spaces and open area of the Building/Complex shall always be deemed to be vesting in the Developer, which will be entitled to dispose off the same at its discretion.
- ii. The Purchaser(s) shall not be entitled to any right in respect of other apartments and spaces at the said Building/Complex save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Apartment and/or for utility pipes, cables and lines to be installed in the said Apartment.
- iii. After the Purchaser(s) has been delivered possession of the said Apartment by the Developer, the Purchaser(s) herein shall hold, occupy, possess and enjoy the same, subject to the various terms, conditions and covenants contained herein.
- iv. The Purchaser(s) shall not be entitled to any compensation and/or damages from the Developer, if the construction of the said buildings

and/or the said Apartment is delayed inordinately due to any act of God or circumstances beyond the control of the Developer or for no fault of the Developer.

Q. Substitution of Nominee(s):

- i. That the Purchaser(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Developer, who may at, its sole discretion, permit the same on such terms and conditions as it may deem fit and at such charges as determined by the Developer. This permission shall be in conformity with guidelines if any issued by the Local Authorities, in this behalf. It is understood that substitute of a nominee shall be allowed in case the Apartment has not conveyed to the Purchaser(s).
- ii. That the Purchaser(s) shall not assign, transfer, lease or part with possession of the Apartment without taking 'No Dues Certificate' from the Maintenance Agency appointed by the Developer or the Association, as the case may be.

R. Payment of Charges and Costs:

- i. That the Purchaser(s) shall pay the concerned authority for Electric Meter installation charges, security deposits thereof and the energizing charges.
- ii. That all costs, charges and expenses payable on all instruments and deeds to be executed in favour of the Purchaser(s), including Sale Deed, registration charges and other related charges shall be borne and paid by the Purchaser(s).

- iii. Further, if there is any additional levy, rate or charge of any kind attributable to the Apartment, as a consequence of any order of Government /Statutory or other Local Authority, the same, if applicable , shall also be payable by the Purchaser(s), on pro-rata basis.

S. That the allotment of the apartment is subject to alterations necessitated during the construction of the apartment, the developer in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the apartment. If due to such change, there is any increase/decrease in the super area, the revised price shall be calculated at the original rate at which the apartment was booked for allotment. It is understood by the Purchaser(s) that there can be variations in the Super Area of the apartment or its location and in such event, no claim, monetary or otherwise, will be entertained or accepted by the Developer, except that the original rate per sq. and other charges will be applicable or any increase or decrease in the area. The developer shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the Purchaser(s) or the developer shall be entitled to recover from the Purchaser(s) the additional price and other proportionate charges, without interest, as the case may be.

T. Apartment Interior Maintenance & Insurance

That the Purchaser(s) shall carry out the maintenance and interiors of the apartment at its own cost. The insurance of the apartment as well as the interiors of the apartment shall be the responsibility of the Purchaser(s) and the developer shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Purchaser(s) or on account of any act of the third party qua the apartment or the articles lying in the apartment.

The Developer/Promoter will not entertain any request for modification in the internal layout of the apartment(s) & external façade of the Tower/Block

That if for any reason whatsoever the Developer is not in a position to offer at all the apartment herein applied for allotment the Developer shall offer the Purchaser(s) an alternative property or refund the amount in full with simple interest @ 10% per annum without any further liability to pay damages or compensation.

That the car parking space as allotted is for exclusive use in the said complex, and the Purchaser(s) shall not have any ownership rights over the parking space allotted to him/her/them and one car parking along with one apartment is compulsory. It shall be a right to use only which shall stand automatically transferred along with the transfer of the apartment.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, 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;
- L. 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/covered car parking as specified in Para F;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein

and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in Para F;

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs._____. (Rupees _____ only ("Total Price") (Give break up and description):

Block/ Building/Tower No. 08 Type: 2BHK Floor: 08 Area 957 sq.ft	Rate of Apartment per sq. ft*: 5545/- (based on carpet area)
BASIC PRICE	Rs.5306565/-
Preferential Location Charges	a) Rs.10/- per sq.ft per floor for higher floors above 2 nd Floor for all apartments and for all floors. b) Rs.50/- per sq.ft for corner apartments for all floors. c) South Facing PLC at Rs. 150/- per sq.ft for south facing apartments.
Total Price(in Rupees)	5306565/- + 220110 PLC

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc

AND] [if/as applicable]

Open/Closed parking - 1	6,00,000/-
CLUB MEMBERSHIP	1,50,000/-
Total price(in rupees)	62,76,675/- +PLC as applicable

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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/Plot] 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;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;
- (iv) The Total Price of the said [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and

plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II et. And includes cost for providing all other facilities, amenities and specifications to be provided within the said [Apartment/Plot] and the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C of the Act ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of apartment, plot or building, as the case may be, without the previous written consent of the Allottee.
- 1.7 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from 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 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 Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees 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 firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [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.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.11 The Allottee has paid a sum of Rs, (Rupees _____) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through/ demand draft or online payment (as applicable) in

favour of Bengal Unitech Universal Infrastructure Private Limited payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer 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 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. 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 Unit 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 as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ UNIT

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. 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 Planning Area Land Use and Development Control Rules, 2002 and New Town Kolkata Development Control Regulations, 2002 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] is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment] alongwith ready and complete common areas with all specifications, amenities and facilities of the project in place on 31.12.2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment]

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, 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 2 (two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed infavour 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 fulfillment 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. The Promoter shall hand over the occupancy certificate of the apartment/plot, 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 clause 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 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 the 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 hand over the necessary documents and plans, including common area, to the association of allottees or the competent authorities, as the case may be, within 30 days after obtaining the completion certificate.

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

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

7.6 Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment], with

interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment] which shall be paid by the promoter to the allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are encumbrances upon the Land or the Project [In case there are many encumbrances on the Land provide details of such encumbrances including any rights, title, interest and name of the party in/or over such land]; The encumbrances are as follows:- the entire land admeasuring about 98.33 acres including any construction (existing as well as future) thereon is encumbered/mortgaged/charged with the J.M Financial Asset Reconstruction Company Limited [formerly known as J.M Financial Asset Reconstruction Company Private Limited] having CIN: U6719MH2007PLC174287, having its registered office at 7th floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai-400 025.

- (iv) There are some litigations are pending before Court of law (District Consumer Forum Barasat, North 24 Pargansa, West Bengal. State Consumer Form Kolkata and National Consumer Forum New Delhi) with respect to the said Land, Project or [Apartment].
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development 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;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees or the competent authorities, as the case may be;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the 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 apartment, plot or building, as the case may be, alongwith common areas(equipped with all the specifications, amenities and facilities) has been handed over to the allottees and the association of allottees or the competent authorities , as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said 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] to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a

habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules 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 terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified 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 becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan 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 specified 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 shall cancel the allotment of the [Apartment] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment] as per para 1.2 under the Agreement from the Allottee, shall execute a Conveyance deed and transfer the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the 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 infavour 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 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 the 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 or plot.

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 the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, open/covered car parking's 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 Uniworld City, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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 Clause 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 / name-plate, neon light, publicity material or advertisement material etc. on the face / facade 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 conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this Agreement for the allotment of the [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project .

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, lay out plan, sanctioned plan and specification, 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 provision of the New Town Planning Area Land Use and Development Control Rules, 2002 and New Town Kolkata Development Control Regulations, 2002. The Promoter showing compliance of various law/regulations as applicable in The West Bengal Housing Industry Regulation Act, 2017.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (Specify the address of the Sub Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said [Apartment], as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against 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 [Apartment] 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar _____(Specify the address of the Sub Registrar).Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES

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

_____Name of Allottee

_____ (Allottee Address)

M/s Bengal Unitech Universal Infrastructure Private Limited
Uniworld City, Horizons Tower 7, Unit Nos. 001 & 002,
Action Area III, Major Arterial Road, P.S-New Town,
Rajarhat, Kolkata 700 160

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 at 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 documents signed by the allottees 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, building, as the case may be, shall not be construed to limit the rights and interest 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 acts and the rules and regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

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

(2) _____

At _____ on _____ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____

2. Name _____

3. Address _____

SCHEDULE – 'A'

ALL THAT the piece and parcel of the Flat No. 0804 on the 08 Floor at Tower No. 08 containing by admeasuring 957 Sq. ft. Super built up area in the building on the said Premises comprising of two Bedrooms, two Toilets, one Kitchen, two Balconies and

Living Dining Room, TOGETHER WITH 1 (One) Open Car Parking space No. _____ of the said Tower situated at Uniworld City Complex known as 'Vista' having Plot No., AA III/BLK-2/3 (Part), AA III/BLK - 2/5 (Part) & AA-III/BLK – 2/6 (Part) in Action Area III, New Town, Mouza Patharghata, Grampanchayat- Patharghata, Rajarhat, District- 24 Parganas (N), Kolkata – 700160, as per the Unit Plan annexed hereto.

ON THE NORTH:
ON THE SOUTH:
ON THE EAST:
ON THE WEST:

SCHEDULE – 'B'

[Floor Plan of the Apartment ANNEXED HERETO AND MARKED WITH RED/BLUE]

SCHEDULE – 'C'

[PAYMENT PLAN]

PAYMENT SCHEDULE

Allotment No. : 00... Allotment Date: /.../....
Customer code :
Customer Name :
Joint Holder :
Address :
.....
.....
Pin Code :

Basic Price Rs.0.00 Terrace Price Rs. 0.00

Plc Amount Rs. 0.00 Club Charges Rs. 0.00

Car Parking Price Rs.0.00 Net Price Rs. 0.00

Property Type:3 BEDROOM

Property No.:Block: ... Floor: .. No. Super Area00 SQFT

Pref. Code : Terrace Area

-

S.no	Payment Description	Due Date	Amount
1	AT THE TIME OF BOOKING	../../2018	0.00
2	Within 3 month	../../2018	0.00
3	Within 6 month	../../2018	0.00
4	ON CASTING OF 2ND FLR RF	../../2018	0.00
5	ON CASTING OF 4TH FLR RF	../../2018	0.00
6	ON CASTING OF 6TH FLR RF	../../2018	0.00
7	ON CASTING OF 8TH FLR RF	../../2018	0.00
8	ON CASTING OF 10TH FLR RF	../../2018	0.00
9	ON CASTING OF 12TH FLR RF	../../2018	0.00
10	ON CASTING OF 14TH FLR RF	../../2018	0.00
11	ON CASTING OF 16TH FLR RF	../../2018	0.00
12	ON CASTING OF 18TH FLR RF	../../2018	0.00
13	ON CASTING OF 20TH FLR RF	../../2018	0.00
14	ON CASTING OF 22ND FLR RF	../../2018	0.00
15	Top Floor Roof	../../2018	0.00
16	Masonry Work	/ /	0.00
17	Int. Plaster	/ /	0.00
18	Flooring	/ /	0.00
19	Possesion/ /		0.00
Total Amount :-			0.00

* This Instalment and the subsequent instalment(s) in the above instalment plan shall become payable on demand irrespective of the serial order in which they are listed above

SCHEDULE – 'D'

Specifications of the Flat/Apartment

Structure	Walls	Earth-quake resistant RCC framed construction
Wall finish	Internal	Living/Dining/Bed Rooms
		<ul style="list-style-type: none"> Plaster of Paris punning over cement plaster
	External	<ul style="list-style-type: none"> Marble/granite cladding with painted wall
Flooring	Living/Dining	Vitrified tiles
	Master Bedroom	Vitrified tiles
	Other Bed rooms	Vitrified tiles

	Balconies	Ceramic tiles
Kitchen	Flooring Wall finishes Others	Ceramic tiles Ceramic tiles up to 2' above working platform Granite counter with stainless steel sink
Toilets	Walls Floorings Fittings	Ceramic tiles up to 7ft in bath area Ceramic tile White sanitary fixtures & CP fittings
Windows		Aluminium glazing
Doors		Hard Wood frames with flush door shutter
Electrical		Copper electrical wiring in concealed conduit with TV points and modular switches

Note: All buildings, layouts, specifications etc. are tentative and subject to variation and modification by the company or the competent authorities sanctioning such plans

SCHEDULE – 'E'

[Specifications, amenities, facilities which are the part of the Project]

1. Festival Plaza
2. Club House
3. Amphitheatre
4. School
5. Neighborhood Garden