

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata – 700 075

Name of the Applicant: Skieys Almondreal LLP

Project Name: Quintessa

WBREERA Registration No. WBREERA/P/KOL/2023/000776

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
Modification of Agreement for Sale (01) ----- 04.12.2024	<p>Whereas an Application has been made as per the provisions contained in sub-rule (5) of Rule 16 of the West Bengal Real Estate (Regulation & Development) Rules, 2021, by the Applicant Promoter Company, the Skieys Almondreal LLP, before the West Bengal Real Estate Regulatory Authority (WBREERA), for Modification of the Proforma Agreement for Sale, which is already uploaded in the website of this Authority, relating to their Real Estate Project namely 'Quintessa', and the said project is already registered with WBREERA vide Registration No. WBREERA/P/KOL/2023/000776.</p> <p>And Whereas a Meeting of the WBREERA Authority has been held today in the office of WBREERA and detailed discussion has been held regarding this matter and the Notarized Affidavit and relevant documents submitted by the Applicant have been examined thoroughly.</p> <p>And Whereas an Notarized Affidavit-cum-Declaration dated 24.09.2024 has been submitted by the Applicant stating the changes / modifications to be incorporated in the Proforma Agreement for Sale of the said project and Reasons for those changes.</p> <p>And Whereas the Applicant Promoter of the project 'Quintessa' stated that the project is situated at 223C Satin Sen Sarani (Previously Maniktala Road), P.S. – Narkeldanga, Kolkata-700054 and the completion date of the project is 30.04.2028. The Applicant did not pray for any extension of the completion date of the project.</p> <p>After careful examination of the Notarized Affidavit submitted by the Applicant and the documents placed before the Authority alongwith the said Affidavit, the Authority is of the considered view that all the proposals for modification of the Proforma Agreement for sale cannot be approved as some of the proposals are contradictory with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the</p>	

'RERA Act, 2016') and West Bengal Real Estate (Regulation and Development) Rules, 2021 (hereinafter referred to as the 'WBREERA Rules, 2021') made thereunder, some of the proposals can be approved as there is no legal impediment in such modifications.

Hence, this Authority hereby pleased to give its proposal-wise approval / dis-approval for modification of the Proforma Agreement for sale, as sought by the Applicant-Promoter, as per the provision contained in Rule 16(5) of the west Bengal Real Estate (Regulation and Development) Rules, 2021:-

Sl. No.	Modification proposed by the Applicant:-	Modifications Approved / Disapproved	Reasons for Approval / Disapproval
1	<p>4(i). Maintenance Deposit - A sum calculated @ Rs..... / Sq. Ft. on SBU per month or at any other rate based on estimate of the builder to be decided at the time of giving possession for a period of years shall be deposited by the allottee. Out of the total amount so deposited, a sum being equivalent of month deposit shall be adjusted against maintenance charges and the balance kept deposited with the builder and only on handing over of maintenance to Association, the said deposit shall be handed over to the Association.</p> <p>The Allottee shall become liable to pay the Maintenance Charges including GST, on and from 3 months from the Deemed Possession Date / Possession Date.</p>	<p>The following proposal has been approved:-</p> <p>"The Allottee shall become liable to pay the Maintenance Charges including GST, on and from the actual date of possession which will be within 3 months from the date of issue of such notice for possession by the Promoter or Deemed possession on expiry of such notice period of 3 months subject to fulfilment of relevant provision of RERA Act, 2016 and WBREERA Rules, 2021.</p>	<p>Maintenance Deposit cannot be estimated by the Promoter /Builder at the time of giving possession, it should be informed to the Allottee at the time of allotment of the Flat / signing of Agreement for Sale.</p> <p>The proposal for liability of the Allottee to pay maintenance charges on and from the actual date of possession which will be within 3 months from the date of issue of such notice for possession by the Promoter or Deemed possession on expiry of such</p>

		<p>Reason:- This is to ensure smooth functioning of the amenities and maintenance.</p>		<p>notice period of 3 months subject to fulfilment of relevant provision of RERA Act, 2016 and WBRERA Rules, 2021.</p>
2	<p>4(ii). If there is delay in obtaining Commercial Loan or if the Allottee fails to obtain loan from any financial institution / bank for any reason whatsoever, it cannot be a ground for delaying payment of outstanding instalment. Provided that if the Allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the RERA Rules which at present is the Prime Lending Rate of the State Bank of India plus two percent per annum.</p> <p>Payment of any instalment, if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Promoter for such Advance Payment made by the Allottee or by Housing Finance Companies / Banks etc. on behalf of Allottee.</p> <p>Reason: This is in consonance with RERA, only difference being payment made on Home Loan.</p>		Approved	<p>This is not in variance with the RERA Act, 2016 and WBRERA Rules, 2021, therefore Approved.</p>
3	<p>4(iii). If the Allottee wishes to cancel after</p>		The proposal is hereby approved	A cancellation

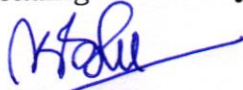


	<p>provisional allotment but before entering into Sale Agreement, processing charge of Rs.1,00,000/- (Rupees One Lakh Only) will be payable by the Allottee.</p> <p>Reasons: Without registration of Agreement, no money can be forfeited, and the Developer is always at a loss, in such cases.</p>	<p>with the modification as follows:-</p> <p>4(iii). If the Allottee wishes to cancel after provisional allotment but before entering into Sale Agreement, processing charge of Rs.1,00,000/- (Rupees One Lakh Only) will be payable by the Allottee, provided there is no fault / lacuna on the part of the Promoter.</p>	<p>charge can be forfeited in case of Allottee wishes to withdraw from the provisional allotment before entering into sale Agreement.</p> <p>This proposal does not violate any of the provisions of the RERA Act, 2016 and WBRERA Rules, 2021.</p>
4	<p>4(iv). If Allottee wants to change his allotted Unit and shift to another, he has to first cancel the present allotment and re-book a new Unit which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.</p> <p>Reasons: The usual process, only the wordings have been revised.</p>	<p>Approved</p>	<p>This proposal does not violate any of the provisions of the RERA Act, 2016 and WBRERA Rules, 2021.</p>
5	<p>4(v). The Allottee shall pay a sum calculated @..... % of the total price or the Nomination Price, whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of</p>	<p>Approved</p>	<p>This proposal does not violate any of the provisions of the RERA Act, 2016 and WBRERA Rules, 2021.</p> <p>This proposal also as per the provisions of the income tax law.</p>

	<p>higher market valuation as per the Registration Authority from the date of nomination and / or the extra registration fees to be paid to the Registration Authorities due to such nomination, shall be compensated by the Allottee by paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be paid by the Allottee on or before nomination.</p> <p>Reasons: This is in sync with the income tax law.</p>		
6	<p>4(vi). Non-refundable - That certain deposits (Sinking fund / Maintenance deposit / Electricity meter deposit /Municipal tax deposit) are in the nature of transferable deposits and / or fund, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter.</p> <p>Reasons: To make matter clear with the Association of the Residents.</p>	Approved	<p>This proposal does not violate any of the provisions of the RERA Act, 2016 and WBRERA Rules, 2021.</p>
7.	<p>4(vii). The Promoter shall confirm the final carpet area that has</p>	<p>Approved with the modification that, - "If there is any</p>	<p>This proposal with the stated modification at</p>

	<p>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 shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit (being reduction of 5% of the carpet area), then the Promoter will not be liable to refund the excess money paid by the Allottee. If there is any increase in the carpet area which is not more than 5% of carpet area of the unit, 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 adjustment shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.</p> <p>Reasons: Defined limit is 5%, as stated in the Rules. In this case, the paragraph sets clearly the definition of defined limit.</p>	<p>reduction in the carpet area within the defined limit (being reduction upto 5% of the carpet area), then the Promoter will be liable to refund the excess money paid by the Allottee.”.</p>	<p>column (3), does not violate any of the provisions of the RERA Act, 2016 and WBRERA Rules, 2021.</p>	
8.	<p>4(viii). In case of cheque payment a process charge of Rs.500/- plus applicable GST will be charged. It is agreed</p>	<p>Approved with the modification that cancellation of allotment shall only be done as per the provisions as</p>	<p>This will encourage less transaction in cheques. Online payment</p>	

	<p>and recorded that no cash payment is acceptable by the Promoter from the Allottee.</p> <p>Further, the Promoter shall intimate the Allottee of the dishonoured of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs.5,000/- (Rupees five thousand only) (for each dishonoured). In the event the said Demand Draft is not tendered within 7 (seven) days, then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amount, interest, GST, and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonoured of any cheque, the Promoter has no obligation to returned the original dishonoured cheque.</p> <p>Reason: This will encourage less transaction in cheques.</p>	<p>provided in Annexure A of the West Bengal Real Estate (Regulation and Development) Rules, 2021 at point no.9 under the heading Events of Defaults and Consequences, in the last portion containing conditions of default of the Allottees at para (i) and para (ii).</p>	<p>/digital transaction/ Direct Bank Payment should be encouraged to facilitate the business of the Real Estate Sector but cancellation of allotment on the ground of default of the Allottee should be done as provided in the Proforma Agreement for Sale in Annexure - 'A'.</p>	
9.	4(ix). The Allottee shall be free to approach the Authorities concerned for refund of such taxes, charges, levis,	Approved	RERA is silent on the refund of taxes, upon cancellation. This clause	

	<p>cess, assessments and impositions.</p> <p>Reason: RERA is silent on the refund of taxes, upon cancellation. This clause would solve the problem.</p>		would solve the problem.	
10.	<p>4(x). The Promoter will not, as its sole discretion, entertain any request for modification in the internal layout of the unit of the block. In case the Allottee desire (with prior written permission of the Promoter to install some different fittings / floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, as its sole discretion, the builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at its sole cost, risk and responsibility or such Allottees provided that such access will be availed in accordance with such instruction of the Promoter in writing and the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefor.</p> <p>Reason: This would be</p>	Approved	<p>This proposal does not violate any of the provisions of the RERA Act, 2016 and WBREERA Rules, 2021.</p> <p>This provision will remove some confusion which normally arises between the Promoter and the Allottees in this regard.</p>	

	beneficial for the Developers.		
11	<p>4(xi). Nomination Conditions - (i) Upon nomination, the Transferee will be compulsorily required to register the Agreement for Sale / Nomination Agreement.</p> <p>(ii) It is provided that the maintenance charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only.</p> <p>Reason: This would reinstate smooth transaction between the Allottees.</p>	Approved	<p>This proposal does not violate any of the provisions of the RERA Act, 2016 and WBRERA Rules, 2021.</p> <p>This provision will remove some confusion which normally arises between the Promoter and the Allottees in this regard.</p>
<p>The Applicant-Promoter shall be provided an option / link from the office of WBRERA to upload the Modified Agreement for Sale in the place of the Existing Agreement for Sale in the Website of WBRERA.</p> <p>With the above directions the matter is hereby disposed of.</p> <p>Let copy of this order be sent to the Applicant by speed post and also by email immediately.</p> <p>Let a copy of this order be uploaded in the WBRERA Website (www.rera.wb.gov.in) under the heading 'Authority Order'.</p> <p style="text-align: center;">  (JAYANTA KR. BASU) Chairperson West Bengal Real Estate Regulatory Authority </p> <p style="text-align: center;">  (BHOLANATH DAS) Member West Bengal Real Estate Regulatory Authority </p> <p style="text-align: center;">  (TAPAS MUKHOPADHYAY) Member West Bengal Real Estate Regulatory Authority </p>			