

**This Agreement for Sale(“Agreement”)** executed on this ...day of 2023

**By and Between**

**1.1 Owners:** 1. **SAFALATA DEVELOPERS PRIVATE LIMITED (PAN NO. AAPCS7507N)**(previously known as Safal Commotrade Private Limited)and 2. **GRUHA NIWAS NIRMAN PRIVATE LIMITED (PAN AAPCS7508D)**(previously known as Sampark Tradecom Private Limited)both the company incorporated under the provisions of Companies Act 1956 and both having their registered office at 224, AJC Bose Road, Suite No. 804, 8<sup>th</sup> Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017 andrepresented by its Director **DHARMENDRA KUMAR JAIN (PAN NO. ACSPJ3322L)**, son of late Moolchand Choraria, by nationality – Indian, by faith Hindu, by occupation business, working for gain at 224, AJC Bose Road, Suite No. 804, 8<sup>th</sup> Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017,of the **One Part;**

**AND**

**1.1.1 Developer:** **ANEKANT INFRACON PRIVATE LIMITED, (PAN AADCM6881F)** a company incorporated under the provisions of Companies Act 1956 and both having its

registered office at 224, AJC Bose Road, Suite No. 804, 8<sup>th</sup> Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017 and represented by its Director **AKSHAT JAIN (PAN NO. ACSPJ3322L)**, son of Dharmendra Kumar Jain, by nationality – Indian, by faith Hindu, by occupation business, working for gain at 224, AJC Bose Road, Suite No. 804, 8<sup>th</sup> Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017, of the **Second Part**;

**And**

- (1) .....(PAN:.....)son Of .....,by occupation business, residing at **POST**..... herein after, called the **“Allottee”**(which Expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns) (which expressions shall mean and include only his/her/each of their respective permitted successors-in-interest and/or permitted assigns)of the **Third Part**;

(The expression **“Owners”**, **“Developer”** and **“Allottee”** shall, hereafter, collectively, be referred to as the **“Parties”** and individually as a **“Party”**)

**Whereas:**

- A.** The Owner is the absolute and lawful owner of the property described in **Schedule A** hereto (the **“Said Premises”**) as per the devolution of title of the Said Premises as more fully described in the **Schedule B** hereto.
- B.** The Developer has taken up development of the Said Premises for the purpose of constructing one building, to be known as **“Anekant House”** comprising one building. The other building shall have commercial spaces/units along with residential spaces in demarcated areas/zones.
- C.** The Developer is fully competent to enter into this Agreement, and all the legal formalities with respect to the respective right, title and interest of the Owner regarding the Said Premises on which the Project is to be constructed have been completed.
- D.** The Developer has entered into a Development Agreement with the Owner for construction of the Said Premises which was executed on 7<sup>th</sup> Day on August 2023, registered in Office of Additional Registrar of Assurances- III, Kolkata being Deed No. 05456, Book-I, Volume No. 1903-2023, page from 196944 to 197002 being No. 190305260 for the year 2023.
- E.** Subsequently the Owner has appointed **Akshat Jain**, the Director of the Second Part as the lawful attorney by way of executing a Power of Attorney which was executed on 7<sup>th</sup> Day on August 2023, registered in Office of Additional Registrar of Assurances- III, Kolkata being Deed No. 054570, Book-I, Volume No. 1903-2023, page from 196846 to 196867 being No. 190305264 for the year 2023.

- F. The owner have already provided a Title Certificate of the said premises from the Owner's Advocate on or before the signing of this agreement.
- G. The Owner have already cause the concerned authorities to sanction the plan for construction of the building on the Said Premises being No Building Permit No. 2023070043 dated 29/04/2023.
- H. The Allottee had applied to the Developer for allotment of a commercial space in the Project vide application dated ..... on the terms and conditions recorded therein, and the Allottee has been allotted one commercial space no.
- I. ....having super built-up area of.....square feet, more or less, on the ...th floor in the Project(“Commercial Space”) along with the permission to use one covered parking in the podium to be earmarked in due course as permissible under the applicable laws.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- K. 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.
- L. 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 the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the parking spaces.

**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 Developer, hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit.
- N. The total price for the Unit based on the super built up area of the Commercial Space is Rs...../- (Rupees.....) only (the “Total Price”). Apart from the Total Price, deposits on various account shall also be payable by the Allottee (“Deposits”). The details of the Total Price and the Deposits are given in Schedule- E and Schedule D respectively written below;
- 1.2 The Allottee shall make the payment as per the payment plan set out in **Schedule G (“Payment Plan”)**.

- 1.4 The Developer shall confirm the final<sup>4</sup> super built up area of the said Commercial Space that has been allotted to the Allottee after the construction of the Project is complete and the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the super built-up area.
- 1.5 Subject to clause 9.3 below the Owner agrees and acknowledges, that the Allottee shall have the right to the Unit, as mentioned below:
- 1.5.1 The Allottee shall have exclusive ownership of the Commercial Space;
- 1.5.2 The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other occupant's 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 the maintenance charges and other charges as applicable. It is clarified that the Developer, only in case so directed and/or only in case of eventuality of all the allottees of the Anekant House Commercial Section calling upon the Owner, as the case may be, shall convey the undivided proportionate title in the Common Areas to the association of allottees, if any then as per the provisions provided in the Act.
- 1.5.3 The computation of the price of the Unit includes recovery of price of land (comprised in the Said Premises), construction of not only the Commercial Space and the Car Parking Space but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment, if any, in the Common Areas etc and includes cost for providing all other facilities as provided with in the Project.
- 1.6 It is made clear by the Developer and the Allottee agrees that the Commercial Space and the Car Parking Space 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 Premises 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 the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.7 The Allottee, has paid a sum of Rs ...../- (Rupees only) which shall be and shall always be treated and/or be deemed to be the "Booking Amount", (being the part payment towards the Total Price of the Unit) at the time of Application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as may be demanded by the Owner within the time and in the manner specified therein, provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate as specified in the rules.

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

Subject to the terms of the Agreement, and the Owner abiding by the construction milestones, the Allottee shall make all payments on demand by the Developer within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of, ANEKANT INFRACON PVT LTD payable at Kolkata.

## **3. COMPLIANCE OF LAW RELATING TO REMITTANCES:**

- 3.1 The Developer accepts no responsibility in regard and the Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 here in in anyway and the Developer shall be issuing the payment receipts in favour of the Allottee only.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Developer to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Commercial Space, if any, in the Allottee's name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

## **5. TIME IS ESSENCE**

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Commercial Space and the Car Parking Space to the Allottee and the Common Areas to the association of the allottees after receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner as provided in **Schedule G ("Payment Plan")**.

## **6. CONSTRUCTION OF THE PROJECT/UNIT**

The Allottee has seen the specifications of the Commercial Space and the Car Parking Space (as more fully mentioned in the Annexure to this Agreement) and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owner. The Owner shall develop the Project in accordance with the said Plan and/or such plan slay out plans, floor plans and specifications.

Subject to the terms in this Agreement<sup>6</sup>, the Owner 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 Concerned Authorities 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 Owner shall constitute a material breach of the Agreement.

**Completion Time-** Construction, finishing and making the Said unit habitable and the Parking Space, usable as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within 24 months from the commencement of agreement (Completion Date) however the Completion Date may be extended by a period of 6 (six) months (Extended Period) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Allottee, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 7.1 below) or for or on account of (1) delay on the part of the Allottee in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect shall be final and conclusive).

## **7. POSSESSION OF THE COMMERCIAL SPACE AND THE CAR PARKING SPACE**

**7.1 Schedule for possession of the Commercial Space and the Car Parking Spaces:** The Developer agrees and understands that timely delivery of possession of the Commercial Space and the Car Parking Space is the essence of this Agreement. The Owner, based on the approved plans and specifications, assures to hand over possession of the Commercial Space and the Car Parking Space to the Allottee 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 Developer shall be entitled to the extension of time for delivery of possession of the Commercial Space and the Car Parking Space, 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-**The Developer, upon obtaining the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) shall offer in writing the possession of the Commercial Space and the Car Parking Space, to the Allottee in terms of this Agreement to be taken within 3(three)months from the date of issue of such notice and the Developer shall give possession of the Commercial Space and the Car Parking Space to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer /association of

allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 15(fifteen)days of receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law).

**7.3 Failure of Allottee to take Possession of Commercial Space and the Car Parking Space:** Upon receiving a written intimation from the Developer as per clause 7.2 above, the Allottee shall take possession of the Commercial Space and the Car Parking Space from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Commercial Space and the Car Parking Space 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 applicable.

**Possession by the Allottee**—After obtaining the completion certificate and (and/or the occupancy certificate, if there be any under the relevant provisions of law) handing over physical possession of the Commercial Space and the Car Parking Space to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Commercial Common Areas/Common Areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

**Nomination by Allottee with Consent-** The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) The Allottee shall make payment of all dues of the Developer in terms of this Agreement up to the time of nomination.

(b) The Allottee shall obtain prior permission of the Developer and the Purchaser and the nominee shall be bound to enter into a tripartite agreement with the Developer.

(c) The Purchaser shall pay the sum calculated @ **Rs. 250/- (Rupees Two Hundred and Fifty) per square feet** as and by way of nomination fees to the Developer.

The Purchaser admits and accepts that the Purchaser shall not nominate or assign the rights under this Agreement save in the manner indicated above.

**7.4 Cancellation by Allottee**–The Allottee shall have the right to cancel/withdraw the Allottee’s 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 Developer, Allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation after deducting 20% of the Booking Amount plus Taxes as applicable.

**7.5 Compensation** – The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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 Developer fails to complete or is unable to give possession of the Commercial Space and the Car Parking Space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or(ii)due to discontinuance of the Developer’s business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer 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 Commercial Space and the Car Parking Space, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Commercial Space and the Car Parking Space.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Allottee as follows:

- i. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- ii. There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Commercial Space and the Car Parking Space;
- iii. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Commercial Space and the Car Parking Space are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises and Commercial Space and the Car Parking Space and the Common Areas;
- iv. The Developer 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;
- v. The Developer 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 Premises, including the Project and the said Commercial Space and the Car Parking Space which will, in any manner, affect the rights of Allottee under this Agreement;
- vi. The Developer confirms that the Developer is not restricted in any manner what so ever from sale of the said Commercial Space and the Car Parking Space and/or the Unit to the Allottee in the manner contemplated in this Agreement;
- vii. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Commercial Space and the Car Parking Space to the Allottee and the Commercial Common Areas to the association of the allottees;

- viii. The schedule property being the Said Premises 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 being the Said Premises;
- ix. The Developer has duly paid and shall continue to pay and discharge all government all 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;
- x. 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 Premises) has been received by or served upon the Owner in respect of the Said Premises and/or the Project;
- xi. That the Said Premises is not a Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- i. The Developer fails to provide ready to move in possession of the Commercial Space and the Car Parking Space to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the unit shall be in a habitable condition which is complete in all respects as per the specifications as mentioned in the Annexure to this Agreement;
- ii. Discontinuance of the Developer's business as a Developer on account of suspension or revocation of the Developer's registration under the provisions of the Actor the rules or regulations made thereunder.

9.2 In case of Default by the Developer under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make then extra payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Unit, along with interest at the rate specified in the Rules (but after deducting interest at the rate specified in the Rules before making refund of the amounts paid by the Allottee to the Owner towards the Unit) 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, the Allottee shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Commercial Space and the Car Parking Space.

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 2 (two) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest @24% p.a. to the Developer 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 2 (two) consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the said Unit in favour of the Allottee and refund the amount/money paid to the Developer by the Allottee after deducting 20% of the Booking Amount plus Taxes as applicable and the interest liabilities within 45 days from the date of the Owner intimating such cancellation of this agreement to the Allottee and upon such refund, this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE UNIT**

The Developer, on receipt of complete amount of the Price of the said Unit under the Agreement from the Allottee, (after obtaining NOC, if required from the bank and/or financial institution from whom any loan and/or financial facility, if any then existing on the Said Premises and/or the Project, as the case may be) shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Residential Common Areas within 3 (three) months from the issuance of the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). In case, however, the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in Allottee's favour till full and final settlement of all dues and stamp duty and registration charges to the Owner is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **11. MAINTENANCE OF THE SAID BUILDING/UNIT /PROJECT**

11.1 The Developer 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. The cost of such maintenance has been included in the Total Price of the said Unit subject, however, to the obligation of the Allottee to pay maintenance charges as mentioned in clause 7.2 above and also mentioned in the **Schedule C**.

11.2 Unless otherwise agreed/offered by the Developer, the liability to pay maintenance charges for the Commercial Common Areas as also for the Shared Common Areas (proportionately or wholly, as the case may be) will commence on and from the deemed date of possession of the Unit i.e. the expiry of the period of 15 days from the date of the Owner giving notice of possession of the Unit to the Allottee. The maintenance charge for the Commercial Common Areas as also for the Shared Common Areas (proportionately or wholly, as the case may be) will be calculated considering all the inputs of expenses including but not limited to the then current electricity tariff, diesel rate, minimum wages and Annual Maintenance Charges (AMCs) of common electromechanical equipment and also including a maintenance fee for the efforts made by the Owner to render these common services and facilities. The maintenance charges will be payable for Rs 36 per sq ft. basis on the super built up area of the Unit ("**Common Area Maintenance Charge**").

11.3 The Common Areas Maintenance<sup>12</sup> Charge shall be increased on account of any increase in power tariff, diesel rates, wage enhancement, AMCs, plant and machinery expenses or any other input/s of maintenance activities, carried out by the Owner or its nominated agency(ies), as the case may be. The Common Areas Maintenance Charge, in case of substantial increase in power tariff, diesel rate, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase.

11.4 If the Allottee fails to pay the dues/outstanding amounts of any part/portion thereof as mentioned in the notice of possession within the deemed date of possession mentioned therein AND/OR if the Allottee does not take over the possession of the Commercial Space even after making the payment of the said dues/outstanding amounts as mentioned in the notice of possession within the deemed date of possession, in such event the Allottee shall be liable to pay maintenance charges at the rate it is demanded by the Developer or its nominated agency(ies), as the case may be, and also the proportionate municipal taxes in respect of their Commercial Space wholly and for the Common Area proportionately from the deemed date of possession as mentioned in the notice of possession.

11.5 Provision has been made for the installation of Diesel Generator (DG) for power back up to run the basic facilities at the Project. In addition to that, DG back up facility (upto specified KVA's as may be so decided by the Developer considering the size of the Unit per KVA) is also being made available for every Unit at the rate of Rs 30,000 per KVA basis. The Allottee will be required to pay for the allotted DG Backup facility for the Unit on or before taking possession of the Unit

after paying the applicable charges and such charges will be in addition to the Total Price In case the Allottee requires additional DG power load in their Unit in addition to the load already allotted to the Allottee then, and in such event the Allottee shall indicate such additional requirement within 7 days of receiving the letter of intimation from the Developer for letting the Developer know about such additional requirement, if there be any. The extra DG power load shall be allotted (in multiples of KVA) by the Developer subject to availability The Allottee will, however, be required to pay DG usage charges of the load ultimately allotted to the Allottee on the basis of a suitable mechanism as shall be devised by the Developer in due course.

11.6 Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges with in due dates may result in withdrawal/restrictions/disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee, liable to pay interest @ 24% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

## **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 Owner as per this agreement relating to such development is brought to the notice of the Owner within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without

further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved allottees (including the Allottee herein if so aggrieved) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

### **13. RIGHT OF ALLOTTEE TO USE THE COMMERCIAL COMMON AREAS/COMMON AREA AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the said Unit on the specific understanding that the Allottee's right to the use of the Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by the association of allottees) and performance by the Allottee of all the Allottees obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

### **14. RIGHT TO ENTER THE COMMERCIAL SPACE AND THE CAR PARKING SPACE FOR REPAIRS**

The Developer/ maintenance agency /association of allottees shall have rights of unrestricted access of the Commercial Common Areas/ Common Areas only to the extent required for the beneficial use and enjoyment of the Allottee of the said Commercial Space and the said Car Parking Space, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Commercial Space and the Car Parking Space 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.

### **15. USAGE**

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

### **16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Commercial Space and the Car Parking Space at the Allottees' own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Commercial Space and the Car Parking Space, 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 Commercial Space and the Car Parking

Space and keep the Commercial Space, 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. The Allottee further undertakes, assures and guarantees that the Allottee 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 there in or the Commercial 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 Commercial Space and the Car Parking Space 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 Commercial Space. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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. Hereunder written and the Allottee hereby agree and confirm to comply with the said norms and/or guidelines without any demur or protest of any nature whatsoever.

**17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the said the Commercial Space and the Car Parking Space all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Unit at the Allottees own cost.

**18.ADDITIONAL CONSTRUCTIONS**

The Developer under takes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan and the Plan has been approved by the competent authority(ies) except for as provided in the Act.

**19.DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**20.APARTMENT OWNERSHIP ACT**

The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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.

**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and super sedesany and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Commercial Space and the Car Parking Space and/or the said Unit as the case maybe.

**23. RIGHT TO AMEND**

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

**24. 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 said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE**

The Developer 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 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 in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Developer 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.

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Actor the Rules and Regulations made there under 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 there under 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.

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHENEVER 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 super built-up area of the Commercial Space bears to the total carpet area of all the units in the Project.

## **28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction.

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Owner through its authorized signatory at the Owner's office, or at some other place, which may be mutually agreed between the Parties herein, in KOLKATA after the Agreement is duly executed by the Allottee and the Owner or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar/Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at KOLKATA.

## **30. NOTICES**

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

### **Allottee Name And Address**

.....

### **ANEKANT INFRACON PRIVATE LIMITED**

224, AJC Bose Road, Suite No. 804, 8<sup>th</sup> Floor,

Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017

It shall be the duty of the Allottee and the Developer 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 Owner or the Allottee, as the case may be.

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

### **31. 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.

### **32. GOVERNINGLAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **33. DISPUTERESOLUTION**

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 through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

**Schedule A above referred to**

**(“Said Premises”)**

**ALL THAT** the piece and parcel of land measuring 8 (eight) cotthas and 34 (thirty four) sq.ft. approx., more or less, together with the existing R.T. Structure and sheds measuring about 2000 square feet, more or less, situate lying at and being municipal premises no. 86/2B/1, Topsia Road (South), Kolkata – 700046, Post Office – Gobinda Kartick Road, Police Station – Tiljala, within ward no 59 of the Kolkata Municipal Corporation (KMC), District 24 Parganas South, as delineated on the Plan annexed hereto and bordered in colour **RED** thereon and butted and bounded as follows:

<b>On the North</b>	:	By public road
<b>On the East</b>	:	Partly by Premises No. 9/2 Topsia Road and Partly by 16 feet wide road
<b>On the South</b>	:	By Municipal Corporation Road
<b>On the West</b>	:	By Premises no. 9/6 Topsia Road, Kolkata.

**Schedule B above referred to**

**(“Devolution”)**

1. By an indenture of Conveyance dated 10<sup>th</sup> August, 2011, registered in the office of Additional Registrar of Assurances-I, recorded in Book No.I, Volume No. 23, pages 9246 to 9265 being no. 10738 for the year 2011, Prem Giani and Ravi Giani sold transferred conveyed and/or assigned ALL THAT the Said Land to the said(1) Safal Commotrade Private Limited and (2) Sampark Tradecom Private Limited.
2. In the premises, the said (1) Safal Commotrade Private Limited and (2) Sampark Tradecom Private Limited jointly became the absolute owners with respect to the Said Property who duly mutated their names in the records of the Kolkata Municipal Corporation under Assessee No. 110592206195 and paid taxes thereon.

3. The said (1) Safal Commotrade Private<sup>18</sup>Limited's name changed to Safalata Developers Private Limited on 3<sup>rd</sup> June, 2016 and (2) Sampark Tradecom Private Limited's name changed to Gruha Niwas Nirman Private Limited on 3<sup>rd</sup> June, 2016 for which approval of ROC was duly obtained and the name change is duly recorded in MCA with name change certificate registered in Registrar of Companies.
4. The said (1) Safalata Developers Private Limited (2) Gruha Niwas Nirman Private Limited while seized and possessed of and/or otherwise well and sufficiently entitled to the said property entered into a registered Development Agreement dated 7<sup>th</sup> August, 2023 with Anekant Infracon Private Limited (hereinafter referred to as the "Said Developer") and the said Development Agreement was registered in AdditionalRegistrar of Assurances-III,recordedinBookNo.I, Volume No. 1903-2023, pages 196944 to 197002 being no. 190305260 for the year 2023.

**Schedule Cabovereferredto  
("Extra Charges")**

<b>Extra Cost</b>		
<b>1</b>	Electricity Charges	<b>20/- per sq ft</b>
<b>2</b>	Maintenance Charges	<b>36/- per sq ft</b>
<b>3</b>	DG Charges	<b>30,000/- per KVA</b>
<b>4</b>	Association	<b>10,000/-</b>
<b>5</b>	Sinking Fund	<b>50,000/-</b>
<b>6</b>	Incidental Charges	<b>10,000/-</b>

**Schedule D above referred to  
("Deposits")**

<b>Interest Free Security Deposit &amp; Charges</b>		
<b>1</b>	Legal Charges	<b>0.5 % of Total Consideration</b>
<b>2</b>	CESC Transformer	<b>As Actual</b>
<b>3</b>	Meter Installation	<b>As Actual</b>
<b>4</b>	SD of Meter	<b>As Actual</b>
<b>5</b>	Registration Fees	<b>As Actual</b>

**Schedule E above referred to (“Total Price”)**

The consideration for sale of Said Unit and Appurtenances is **Rs**...../- (..... Lacs ..... Thousand .....Hundred and..... Only)

NOTE: - GST will be applicable on all Bookings & Payments as per rules and regulations of government.

**Explanation:**

- i) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the Unit;
- ii) The Total Price above excludes Taxes (consisting, inter alia, of tax paid or payable by the Developer by way of value added tax, service tax, applicable GST, CGST and SGST, if any, as per Law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) upto the date of handing over the possession of the Unit.
- iii) Provided that in case there is any change/modification in the Taxes, the applicable amount payable by the Allottee to the Developer shall be increased/reduced based on such change/modification.
- iv) The Developer 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 Developer 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.

**Schedule F above referred to (“Unit”)**

**All That** the commercial space, being No..... on the ..... floor (of the Commercial Unit under construction on a demarcated portion of the land comprised within the Said Premises being the **Anekant House**) having a super built-up area of..... sq. ft., more or less, aggregating to a built-up area of .....sq. ft., more or less, **TOGETHER WITH** the facility of **All That** car parking space on the..... of the said Anekant House.

**Schedule G above referred to  
(Payment Plan)**

1	Booking Amount (Rs)	5,00,000/-
2	At the Time of Signing Agreement	<b>20% of Consideration</b>

		<b>50% of Legal Charges</b>
<b>3</b>	On commencement of Pilling Work	<b>10% of Consideration</b>
<b>4</b>	On commencement of Basement Work	<b>10% of Consideration</b>
<b>5</b>	On Commencement of 1st Floor Casting	<b>10% of Consideration</b>
<b>6</b>	On Commencement of 2nd Floor Casting	<b>10% of Consideration</b>
<b>7</b>	On Commencement of 3rd Floor Casting	<b>10% of Consideration</b>
<b>8</b>	On Commencement of 4th Floor Casting	<b>10% of Consideration</b>
<b>9</b>	On Commencement of Brick work	<b>10% of Consideration</b>
<b>10</b>	On Notice for Possession	<b>10% of Consideration</b>
		<b>50% of Legal Charges</b>

**Total-**

**INWITNESSWHEREOF** the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

**Executed and Delivered**

by the **Developer** at  
Kolkata in the presence  
of:

1.

2.

**Executed and Delivered**

By the **Purchaser** at Kolkata  
in the presence of:

1.

2.

**DraftedBy:**

=====  
=DATEDTHIS      DAYOF      2023

**SAFALATA DEVELOPERS PRIVATE LIMITED**  
**...OWNER**

**AND**

**ANEKANT INFRACON PRIVATE LIMITED**  
**....DEVELOPER**

**AND**

.....  
**....ALLOTTEE**