

**ANNEXURE 'A'**

[See rule 9]

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this.....day of..... 20,

**By and Between**

**SHAPING MINES & MINERALS PVT LTD** (PAN: AAQCS2778C), (CIN: U13100WB2010PTC156272) having its office at 651A , New Alipore , Block-O, 2nd Floor Kolkata -700053 being represented by its duly Authorized Representative Kishore Madnani bearing (PAN:AHDPM9925E), (Aadhaar No:4648 9127 6327), hereinafter referred to as the **OWNER** of the **FIRST PART** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns);

**AND**

**SHAPING G2S PRIVATE LTD**, (PAN: ABKCS2198H) (CIN: U70109WB2023PTC259952) 651A, Block-O 2nd Floor, New Alipore Kolkata 700053 being duly represented by Mr. Dipanjan Bhattacharjee, (PAN: AIKPB3840P), (Aadhaar No: 2216 9472 5857) , son of Late Lokenath Bhattacharjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 84, B.T. Road, P.O. & P.S. Baranagar, Kolkata-700 090, hereinafter referred to as the hereinafter referred to as the herein after referred to as the **PROMOTER/DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **SECOND PART**;

**AND**

Mr./Ms. ...., son/daughter of ..... (PAN: ..... ), (Aadhar No.....), ..... by Religion, Indian by Nationality, ..... by Occupation, Resident of .....P.O. ...., P.S. ...., District – .....herein after called the "ALLOTTEE/PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the "THIRD PART"

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

**WHEREAS:**

**A:**

a) THAT the Owner herein, became seized and possessed of and or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 4 cottah 8 chittak being located at premises no. 6 , Tarapada Chakraborty Sarani ( Also known as Premises 771, Block-P, New Alipore ), Ward No-81 Kolkata -700053 Borough – 10 under the Municipality of the Kolkata Corporation (hereinafter referred to as the 'Said Premises').

b) Now the Owner herein with the intention to develop the Said Premises approached one **SHAPING G2S PRIVATE LTD**, the Developer herein. The Developer also agreed to develop the Said Premises upon demolishing existing structure thereon and constructing a multi storied building thereat containing several independent residential apartments and car parking spaces.

c) By a Development Agreement dated 21<sup>st</sup> May 2024 made between one **SHAPING MINES & MINERALS PVT LTD** therein referred to as the Owner of the One Part and one **SHAPING G2S PRIVATE LTD**, therein referred to as the Developer of the Other Part and registered with the Additional Registrar of Assurances, Kolkata, recorded in Book No. I Volume No.1904-2024, pages- 413744 to 413769, being no. 190407366 for the year 2024, the Said Developer therein agreed to develop the Said Premises morefully described in **Schedule-“A”** hereunder written upon demolishing the existing structure and constructing multistoried building thereon containing several residential apartments and parking spaces, at their own costs and expenses for the purpose of commercially exploiting the same.

d) By a Power of Attorney dated 22<sup>nd</sup> May 2024(said ‘Power’) registered with the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No.I Volume No. 1904-2024, pages. 419702 to 419719, being no. 190407490, the Owner herein has authorized and empowered the Developer to necessary acts, deeds and things, more particularly described in the said power to construct multistoried building at the Said Premises.

e) Pursuant to the said Development agreement, entire 50% share in all Common Areas, Facilities and Amenities of the Building at the Said Premises comes under Developers allocation.

**B.** The Said Land is earmarked for the purpose of building a Residential project , comprising multistoried Apartment building and the said project shall be known as **“OPULENCE”**.

**C.** The Owner/Developer is/are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Developer regarding the said land on which Project is to be constructed have been completed;

**D.** The Kolkata Municipal Corporation has granted the plan for construction of a G +3[Ground plus three] storied building consisting of several residential Flats/units, servant’s quarter and garages, sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2022100240 dated 24 Feb 2023 and wherever the context so permits or intends shall include any modifications and/or additions, alterations thereto.

**E.** The Owner/Developer has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation .The Owner/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the The Real Estate (Regulation and Development) Act,2016 and other laws as applicable;

**F.** The Owner/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide no.....on .....

**G.** The Allottee(s)/Purchaser (s) had applied for an Apartment/ Flat in the Project vide allotment no. ....dated .....AND has been allotted the Apartment/ Flat no.....having carpet area of .....square feet,

type....., on .....floor in .....”Building” along with Garage/closed parking no.....admeasuring .....square feet in the .....(location) as permissible under the applicable law and of prorate share in the common areas (“Common Areas”) as defined under clause(n) of Section 2 of the Act (herein after referred to as the “Apartment/Flat” more particularly described in **Schedule-“B”** and the floor plan of the apartment is annexed hereto.

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

**I.** 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;

**J.** The Parties, relying on the confirmations, representation and assurance 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 herein after;

**K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Developer here by agrees to sell land the Allottee(s)/Purchaser(s) here by agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph G;

**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:**

Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) hereby agrees to purchase, the [Apartment] as specified in paragraph G;

The Total Price for the [Apartment] based on the carpet area is Rs..... Rupees.....Only ("**Total Price**") :

|  |                                    |
|--|------------------------------------|
| Block/Building/Tower no. _____<br>Apartment no. _____<br>Type _____<br>Floor _____ | Rate of Apartment per square feet* |
|  |                                    |
|  |                                    |

\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

|                        |           |
|------------------------|-----------|
| Garage/Closedparking-1 | Pricefor1 |
| Garage/Closedparking-2 | Pricefor2 |
|                        |           |
|                        |           |

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee(s)/Purchaser(s) to the Promoter towards the [Apartment];

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, 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 Promoter) up to the date of handing over the possession of the [Apartment]:

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

- (iii) The Promoter shall periodically intimate to the allottee(s)/Purchaser(s) the amount payable as stated in (i) above and the allottee(s)/Purchaser(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the allottee(s)/Purchaser(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment] includes: 1) prorate share in the Common Areas; and 2)

\_\_\_\_\_ Garage (s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the allottee(s)/Purchaser(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the allottee(s)/Purchaser(s) 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(s)/Purchaser(s) which shall only be applicable on subsequent payments.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the allottee(s)/Purchaser(s) 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(s)/Purchaser(s) by the Promoter.

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm 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 shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next miles tone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with.....garage/closed 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.

It is understood by the Allottee that all other areas and i.e areas and facilities falling outside the Project, namely “**OPULENCE**”.shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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.

The Allottee has paid a sum of Rs.(Rupees \_\_\_\_\_ only) 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 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 Promoter 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 A/c Payee cheque/demand draft or online payment (as applicable) in favour of **SHAPING G2S PRIVATE LTD** payable at Kolkata.

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

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.

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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, 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**

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 after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the [Apartment] 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 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 [Please insert the relevant laws in \_\_\_\_\_ force] 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 / PLOT

**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, based on the approved Plans and specification, assures to hand over possession of the [Apartment] on,..... 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.

**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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_ \_days of receiving the occupancy certificate\*of the Project.

**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 applicable.

**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 maybe, as per the local laws.

**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.

**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 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 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 herein; 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 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 Promoter 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 [Apartment].

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter here by 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 no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the[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, where by 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 conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;
- (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 out goings, whatsoever, payable with respect to the said project to the competent Authorities;
- (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;
- (xiii) That the property is not Waqf property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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 there under.

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 miles tones and only there after the Allottee be required to make the next payment without any penal 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 specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment].

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 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.

#### **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case 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 Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter 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 / 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. The cost of such maintenance has been included in the Total Price of the [Apartment].

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

#### **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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Apartment] on the specific understanding that is/her right to the use of 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 it) and performance by the Allottee of all his/her 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 APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed 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.

**15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the “**OPULENCE**” (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 APARTMENT:** 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 there to, 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 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 color 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]. 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.

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

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment], all the requirements, requisitions, demands

and repairs which are required by any competent Authority in respect of the [Apartment] at his/her own cost.

**18. 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 has been approved by the competent authority(ies) except for as provided in the Act.

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

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Building] 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/Building].

**20. APARTMENT OWNERSHIP ACT**

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

**21. 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 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 Registrar/Sub-Registrar/ registrar of Assurance 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 there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT**

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

**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 here to 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.

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

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 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.

Failure on the part of the Promoter 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 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 maybe, 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 WHEREVER REFERRED TO IN THE AGREEMENT**

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be 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. Hence this Agreement shall be deemed to have been executed at\_\_\_\_\_.

**30. 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.SHAPING G2S PRIVATE LTD**

.....(Promote Address)

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.

**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. 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 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 there of 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].*

**34. Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-**

**ADVOCATES** – shall mean **Bamura Partners**, Advocates, 17,Nasiruddin Road, Kolkata – 700 017 appointed by the Developer, inter alia, for preparation of this agreement and Conveyance for transfer of the Flat/ car parking space in the Said Premises.

**ARCHITECT** – shall mean ‘....., an architectural proprietorship firm represented by .....

**ASSOCIATION** – shall mean registered Association under the West Bengal Apartment Ownership Act, 1972 as may be formed by the Developer or any other similar Act applicable thereto for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

**CARPET AREA** – shall according to its context mean the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Flat.

**CAR PARKING SPACE** – shall mean car parking space no ..... of the Premises expressed or intended being reserved for parking of motor cars/scooters.

**COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include the entire Project land of the Premises, lifts, lift lobbies, fire escapes, staircase, entrances and exits of the building corridors, hallways, stairways, internal and external passages, passage-ways, basement, terraces, pump house, overhead water tanks, reservoirs water pumps and motors, open parking areas drive-ways, common lavatories, common storage spaces, electricity installation rooms, gas bank, and other spaces to be reserved by the Developer and the Owner, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator and generator room, transformer, Generator, the portions for lodging of persons employed for the management of the project including accommodation for the staffs or for lodging of the service personnel, all other portion of the project necessary for maintenance, safety etc and in common use, other facilities, more fully and particularly described in the **Part-I of the Schedule-“D”** hereunder written which may be provided by Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as would be decided by Developer after sanction of plan.

**COMMON EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and amenities and for rendition of services in common to other co-owners and all other expenses for the Common Purpose including those as may be decided by the Developer after sanction of plan to be contributed, borne, paid and shared by the co-owners. The charges payable on account of Generator, Electricity etc. consumed by or within any Flat shall be separately paid or reimbursed to the Maintenance in-charge.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Premises as a whole in particular the Common Areas, Facilities and amenities, rendition of common services in common to the transferees and/or allottees or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flats exclusively and the Common Areas, Facilities and Amenities in common.

**COMPLETION CERTIFICATE** – shall mean the completion certificate and such other certificate by whatever name called, to be issued by the competent authority certifying that the real estate project has been developed in accordance with the sanctioned plan, lay out plan and specifications as approved by the competent authority under the local law.

**COMPLETION OF THE FLAT** – shall mean of the Flat in usable state with water supply, waste, drainage and sewerage connections thereto, fire fighting and detection system, electrical and generator connection/wiring upto the entrance of the Flat and all other facilities and amenities as be required to be provided to make the Flat and the Car Parking Space ready to use in accordance with the Specification specified in the **Part-II** of the **Schedule- “D”** hereunder written.

**CO-OWNERS** - according to the context shall mean all the prospective or actual buyers who for the time being have agreed to purchase any Flat in the Said Premises.

**DATE OF COMMENCEMENT OF LIABILITY** - shall mean the date on which the Purchaser takes actual physical possession of the Flat after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Developer to the Purchaser to take possession of the Flat, irrespective of whether the Purchaser take actual physical possession of the Flat or not, whichever be earlier.

**MAINTENANCE-IN-CHARGE** – shall mean the Association after it is formed or any agency or person to be appointed by the Developer till the formation of such body and handing over charge of the Complex by the Developer to such body for the common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

**NEW BUILDING** - shall mean and include G+3 storied residential building consisting of self-contained Flats, parking spaces as per the plan sanctioned by Kolkata Municipal corporation as per the PLAN and/or to be approved by the competent authority as per Municipal Laws and the Building Rules plus additional one floor to be constructed upon completion of construction of G+3 storied building at the Said Premises.

**PLAN** – shall mean the plan for construction of a G +3[Ground plus three] storied building consisting of several residential Flats/units, servant's quarter and garages, sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2022100240 dated 24 Feb 2023 and wherever the context so permits or intends shall include any modifications and/or additions, alterations thereto.

**PROPORTIONATE OR PROPORTIONATELY** – according to the context shall mean the proportion in which the built up area of the said Flat may bear to the super built-up area of all the Flats in the new building **PROVIDED THAT** where it refers to the share of any Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Flat).

**PURCHASER** – shall mean and include –

i) In case the Purchaser be an individual or a group of person, then his/their respective heirs executors administrators legal representatives;

ii) In case the Purchaser be a Hindu Undivided Family, then its coparceners or members for the time being and their respective heirs executors administrators legal representatives;



iii) In case the Purchaser be a Partnership Firm or Limited Liability Partnership, then its partners for the time being and their respective heirs executors administrators legal representatives;

iv) In case the Purchaser be a Company, then its successors or successors in interest;

**SAID PREMISES** – ALL THAT premises no. 6, Tarapada Chakraborty Sarani (Also known as Premises 771, Block-P, New Alipore), Ward No-81 Kolkata -700053 containing an area of 4 Cottahs 8 Chittaks be the same a little more or less.

**SAID SHARE** – shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said Flat agreed to be purchased hereunder by the Purchaser.

**SAID FLAT** – All that the **residential Flat/Unit Space being No. ....**measuring a carpet area of ..... **sq.ft.** be the same a little more or less on the ..... Floor and one servant quarter measuring an area of ..... sq.ft. be the same a little more or less on the ..... floor with right to park in two designated covered Car Parking Space ,in the New Building known as **OPULENCE** at the Said Premises, more fully and particularly described in the **Schedule-“B”** hereunder written, **out of Developers Allocation** together with undivided impartible proportionate Share in the land comprised in the Said Premises attributable thereto, more fully and particularly described in the First Schedule hereunder written and undivided impartible proportionate share in the Common Areas and facilities of the Premises, more fully and particularly mentioned and described in the **Schedule-“D”** hereunder written to be used in common with the other co-owners.

**SPECIFICATION** – shall mean the specifications as mentioned in the **Part-II** of the **Schedule-“D”** hereunder written as suggested or approved by the Architect.

**SUPER BUILT UP AREA** according to the context shall mean and include the plinth area of the constructed space in the new Building including the thickness of the internal and external walls thereof and columns thereof and for each Flat the plinth area of the said Flat and all other Flat in the said New Building including the thickness of the internal and external walls thereof and columns therein provided that if any wall or column be common between two Flat then half of the area under such wall or column shall be excluded for the area of each such Flat plus proportionate share of common areas which shall be determined by the Developer.

**TITLE DEEDS** – shall mean the documents of title of the Owners in respect of the said premises and the documents referred to herein.

**TRANSFER** – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**

1. **TITLE & PLAN:** The Purchaser has examined and got himself fully satisfied about the title of the Owner to the said premises and the said Flat and has accepted the same and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

1.1 The Purchaser has also seen and inspected the said Plan sanctioned by the Kolkata Municipal Corporation in respect of the said premises and has fully satisfied himself/herself/itself/themselves about the validity thereof and agrees and covenants not to raise any objection with regard thereto.

1.2 The Purchaser doth hereby consents and confirms that the Developer shall be at liberty to have the sanctioned plan modified and/or altered and for such modification or alteration no consent is required from the Purchaser.

1.3 The Purchaser has satisfied himself as to the carpet area, built-up/super built up area to comprise in the said Flat and also the common parts/portions which would be common for all the residents/occupants of the various Flats comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or however.

2. **SALE OF FLAT AND CONSIDERATION:** The Owner/ Developer has agreed to sell ALL that **residential Flat/Unit Space being No. ....** measuring a carpet area of ..... **sq.ft.** be the same a little more or less on the ..... Floor and one servant quarter measuring an area of ..... **sq.ft.** be the same a little more or less on the ground floor with right to park in two designated covered Car Parking Space ,in the New Building known as **OPULENCE**,at the Said Premises, more fully and particularly described in the **Schedule-“B”** hereunder written, **out of Developer’s Allocation**, together with undivided impartible proportionate Share in the land comprised in the Said Premises attributable thereto, more fully and particularly described in the Schedule-“A” hereunder written and undivided impartible proportionate share in the Common Areas and facilities of the Premises, more fully and particularly mentioned and described in the **Schedule-“D”** hereunder written to be used in common with the other co-owners at and for the consideration of **Rs .....** (**Rupees .....**) inclusive of TDS, payable by the Purchaser to the Developer in installments as mentioned in the **Schedule-“C”** hereunder written on and subject to the terms and conditions contained herein.

2.1 Time for payment of the consideration and other amounts hereunder by the Purchaser to the Developer shall be the essence of the contract.

3. **FLAT CONSTRUCTION:**

3.1 The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter nor shall at any time hereafter do or omit to be done anything whereby the sale or transfer of the other Flat in the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Developer is restrained from

transferring and disposing of the other Flat therein then and in that event without prejudice to such other rights the Developer may have, the Purchaser shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Owner/Developer.

3.2 The Purchaser shall not be entitled to claim any damages or make any claim on any account regarding the quality of materials and specifications.

4. **POSSESSION AND CONVEYANCE:**

i) Subject to timely payment of the consideration amount by the Purchaser in installments, the Developer shall hand over possession of the Said Flat to the Purchaser within a period of 18 months from the date of execution of these presents subject to the full payment of the consideration sum unless there is any Force Majeure situation. Such period of handing over of possession may extend upon mutual consent of the parties.

ii) After the Said Flat becomes habitable, the Developer shall give a notice thereof in writing to the Purchaser who within fifteen days of its service:-

- a) may take inspection of the said Flat in presence of the Developer or their representative or Architect;
- b) shall pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Developer for sale of the said Flat;
- d) fulfill all his/her/its other covenants hereunder and complete the purchase of the said Flat;
- e) take possession of the said Flat.

If no inspection is taken within the said period, it shall be deemed that such a right is waived.

4.1 It is expressly agreed understood and clarified as follows:

(i) The Developer shall not be liable to deliver possession of the said Flat to the Purchaser nor shall execute any Sale deed or other instruments until such time the Purchaser makes payment of all amounts agreed and required to be paid hereunder by the Purchaser and the Purchaser has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser to be observed and performed until then.

(ii) It will not be necessary for the Developer to complete and install all the Common Areas, Amenities and Facilities before giving the notice to the Purchaser to take possession as mentioned hereinabove. The said Flat shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications hereunder written, the entrance , lobby of the new building and lift are made operative and water drainage sewerage and permanent electricity connection are provided in or for the said Flat.

(iii) The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Flat as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the heading "Management Maintenance and Common Enjoyment" hereunder shall be deemed to

have commenced on and from the Date of Commencement of Liability irrespective of when the Purchaser takes actual physical possession of the said Flat.

4.2 Subject to the Purchaser making payment of the entire consideration and all other amounts and deposits payable by the Purchaser hereunder and complying with all her other obligations hereunder, the Owner/Developer agrees to execute the Conveyance in respect of the said Flat in favour of the Purchaser upon the delivery of possession of the said Flat to the Purchaser.

4.3 It is further expressly agreed that with effect from the date of Commencement of Liability, it shall be deemed that the Developer has complied with all their obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Developer on any account whatsoever.

5. **RESTRICTIONS ON ALIENATION BEFORE POSSESSION:** The Purchaser shall not deal with, let out encumber transfer or alienate the said Flat or the rights of the Purchaser hereunder in any manner whatsoever before making payment of entire consideration and other payables to the Developer, subject nevertheless to the following terms and conditions:

(i) Any nomination, transfer, letting out or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Purchaser only;

(iii) The Purchaser shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.

5.1 In the event of nomination/assignment of this agreement by the Purchaser, the Purchaser shall be liable to pay to the Developer no nomination charges.

6. **DOCUMENTS RELATING TO TRANSFER ETC.:** The sale deed and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates and the Purchaser shall execute the same without raising any objection whatsoever. Provided That the Purchaser shall be entitled to seek reasonable clarifications thereon.

7. **EXTRAS AND DEPOSITS:** In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove the Purchaser shall also pay to the Developer fees, costs, charges and expenses relating to GST at the applicable rate, stamp duty, registration fee, legal charges payable to Advocates, which shall ...../- approximately.

7.1 After the possession/handing over of the Flat unit as described in the schedule the Purchaser shall pay proportionate residual property tax as may be leviable, property tax for the said flat, maintenance charges, common expenses, municipal rates and taxes, charges towards electricity and transformer, power backup, gas supply, diesel generator charges, water supply and sewerage system, statutory payments, etc.,

7.3 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder shall be final and binding on the Purchaser and the Purchaser shall be entitled to take inspection of the available supporting as and when required.

7.4 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest and all such amounts to be paid and/or deposited by the Purchaser shall be held in trust by the Developer and specifically utilized for such purpose only and not otherwise.

7.5 Time for payment shall always be the essence of the contract.

7.6 All payments shall be made only at the office of Developer upon issuance of proper receipts.

8. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

As a matter of necessity, the ownership and enjoyment of the said Flat by the Purchaser be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Flat and the Common Areas and Installations, the Purchaser binds himself and covenants:-

- (15) to co-operate with the Maintenance In charge in the management and maintenance of the New Building and other common purposes.
- (b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and Installation and other common purposes.
- © to use the said Flat only for residence in a decent and respectable manner and for no other purpose.
- (d) not to use any part of the New Building or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (e) to use the Common Areas and Installations only to the extent required for ingress to and egress from the said Flat of men and materials and passage of utilities and facilities.
- (f) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any good articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the New Building.
- (g) not to claim any right whatsoever or howsoever over any other unit or portion in the New Building save the said Flat.
- (h) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit excepting air-conditioners to be placed in the designated cut out positions.

- (15) not to alter the outer elevation of the New Building or any part thereof nor decorate the exterior of the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas, Amenities and Facilities or in any other portion of the New Building nor into lavatories, cisterns, water or soil pipes serving the New Building nor allow or permit any other Co-owners to do so.
- (k) not to fix any antenna either on the roof or on any window or verandah or on the outside wall of the new building.
- (l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the New Building.
- (m) To keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the New Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other parts of the Building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenants that Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (n) not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Flat nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the said Flat to any other Co-owners and none else.
- (o) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Flat.
- (p) maintain at his cost the said Unit in the same good condition state and order in which the same be delivered to the Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions of the Government, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said Flat as well as the user operation and maintenance of the lift, water, electricity, drainage, sewerage and other installations and amenities at the New Building and to make such additions and alterations in or about or relating to the said Flat and/or the New Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Developer in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Developer saved, harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that it may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser.

q) to collect and/or to remove all refuse or rubbish whatsoever from the said Flat daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Maintenance-In-Charge, the Ministry of Environment and/or any competent authority or organization.

R) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles, or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Flat.

S) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Flat or any part of the new building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Flat save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.

T) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the new building or the Unit against loss or damage by fire or policies of insurance on the new building w)

u) to permit the Developer or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with previous notice in writing to the Purchaser to enter upon the Flat and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.

V) not to store any combustible or inflammable articles inside the Unit or in part or portion of the new building, save and except articles required for the purpose mentioned earlier in this paragraph.

w) to ensure that the Fire Detectors and the Fire Detection System installed in the Unit is properly and timely maintained by the Purchaser at their cost.

x) not to interfere with cooling or ventilation of the new building or to impose an additional load on any cooling or ventilation plant in the new building.

y) to fix or install air conditioners only at the designated place within the Flat and not elsewhere.

z) to operate the cooling or ventilation equipment in the Flat in accordance with the regulation made by the Developer or Maintenance-In-Charge from time to time.

aa) No bird or animal shall be kept or harbored in the common area of the new building.

bb) No radio or television aerial or other any other aerial shall be attached to or hung from the exterior of the new building. Further no antenna or aerial is also allowed to be installed on the roof.

cc) not to disturb and/or uninstall ever in future the Promotor's logo, sign board to be. Placed on the main entrance gate or the boundary wall of the said New Building and to maintain the same in proper order and manner.

8.2 In case of formation of any association in future, the Developer shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes whereupon only the Association shall be entitled thereto and obliged therefor. All reference to the Developer herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

8.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 12% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

(15) disconnect the supply of electricity to the said Flat/unit.

(ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licenses and/or the said Flat/unit.

(iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Flat/unit.

9. **DEFAULTS AND TERMINATION:** The Purchaser shall pay interest @ 15% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights of the Developer hereunder. The Developer shall have the discretion to reduce the interest payable as aforesaid.

9.1 Having no default on the part of the Developer, in case the Purchaser commits default in making payment of the consideration mentioned herein or in observing her covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Developer stands terminated and rescinded and the Developer shall become entitled to transfer the said Flat to any person without in any way becoming liable to the Purchaser and upon the Developer having entered unto a contract for sale of the said Flat with any new buyer or buyers, the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (Ten Percent) thereof as and by way of pre-determined compensation/liquidated damages or service charges.

9.2 In case the Developer condones the default of the Purchaser then in such event, the Purchaser shall, along with such dues and/or arrears, pay interest at the rate mentioned hereinabove for the period of default on all amounts remaining unpaid and none the less in addition thereto it is expressly agreed and declared that the period stipulated and hereunder written for construction of the said Flat by the Developer, shall stand automatically extended by such period of default by the Purchaser.



10. **FORCE MAJEURE**: The following shall be included in the reasons beyond the Developer's control for giving possession of the said Flat/unit to the Purchaser:-

(a) storm, tempest, flood, earthquake, other natural disaster, epidemic, pandemic and other Acts of God or Acts of Government, Statutory Body etc.

(b) strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity or no availability of building materials equipment or labor, war, military operations, riot, terrorist action, civil commotion, political unrest and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders changes in laws for the time being in force resulting in stoppage of construction at the said premises.

11. **RIGHTS OF DEVELOPER**: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

(a) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

(b) Save the said Flat the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Flat and spaces or constructed areas or other car/two wheeler parking spaces at the said premises or the building and the Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer in their absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer exclusively. The Developer further reserves its exclusive right to construct an additional floor upon after obtaining completion certificate of the New Building.

12. **MISCELLANEOUS**: The Purchaser shall have no connection whatsoever with the Purchaser of the other Flat and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations irrespective of whether the Purchaser can procure only a few of them and the Purchaser's obligations and the Developer's right shall in no way be affected or prejudiced thereby.

12.2 The properties and rights hereby agreed to be sold to the Purchaser are and shall be one to and shall not be partitioned in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Flat by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained.

12.3 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterments or development charges or levies under any statute rules and regulations on the said premises and/or the building as a whole and/or the said Flat or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Developer without raising any objection

thereto. The Purchaser may however take inspection of the documents in support of such charges at the office of the Developer upon prior written notice.

12.4 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or their agents, servants or employees other than what is specifically set forth herein.

12.5 The building shall bear the name **OPULENCE** unless changed by the Developer.

12.6 All item/s not specifically included in the clauses/Schedules hereinabove are excluded.

#### **SCHEDULE-‘A’ ABOVE REFERRED TO**

##### **(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS )**

**ALL THAT** piece and parcel of land measuring 4 cottah 8 chittack along with building standing thereon situated at premises no. 6 , Tarapada Chakraborty Sarani ( Also known as Premises 771, Block-P, New Alipore ), Ward No-81 Kolkata -700053 under the Municipality of the Kolkata Corporation being morefully delineated in the map annexed herewith and butted and bounded as:-

**North :** Premises No: 776, & 777 Block -P , New Alipore Kolkata-700 053;

**South:** by 30’ Tarapada Chakraborty Sarani (KMC Black Top Road);

**East:** Premises No.7 , Tarapada Chakraborty Sarani Kolkata;

**West:** Premises No 4, Tarapada Chakraborty Sarani Kolkata.

#### **SCHEDULE-‘B’ ABOVE REFERRED TO**

##### **(DESCRIPTION OF FLAT)**

###### **Part-I**

**ALL THAT** the **residential Flat/Unit Space being No.....** measuring a carpet area of ..... **sq.ft.** be the same a little more or less on the .....Floor and one servant quarter measuring an area of ..... sq.ft. be the same a little more or less on the ground floor with right to park in two designated covered Car Parking Space ,in the New Building known as **OPULENCE**, out of Developer’s allocation together with undivided impartible proportionate Share in the land comprised in the Said Premises attributable thereto, more fully and particularly described in the Schedule- “A” written herein above and undivided impartible proportionate share in the Common Areas and facilities of the Premises, more fully and particularly mentioned and described in the **Schedule- D** hereunder written to be used in common with the other co-owners hereunder written and delineated in the plan annexed hereto and bordered thereon in **RED**.

## **Part-II**

**ALL THAT** the One Covered Car Parking space being No.... on the ground floor of the complex hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour GREEN.

### **SCHEDULE-“C” ABOVE REFERRED TO:**

#### **(Payment Plan )**

The consideration payable by the Purchaser to the Developer for the sale of the said Unit shall be as follows:-

1. 10% of consideration money - On signing of the agreement;
2. 10% of consideration money - On plinth level casting;
3. 10% of consideration money - On 1st floor casting;
4. 10% of consideration money - On 2nd floor casting;
5. 10% of consideration money - On 3rd floor casting;
6. 10% of consideration money - On roof casting;
7. 10% of consideration money - On completion of bricks and plaster work;
8. 10% of consideration money - On flooring completion of the said flat;
9. 20% of consideration money - On handover of the flat.

### **SCHEDULE-“D” ABOVE REFERRED TO:**

#### **(COMMON AREAS AND FACILITIES)**

##### **PART - I**

- I) Lobbies on all floors and staircase of the Said Building.
- II) Staircase to the roof of the building. Tiles in roof so that it can be jointly used.
- III) Driveway, passage and pathways.
- IV) Lift machine room and lift well of the Said Building.
- V) Water supply system including pumps, reservoirs/tanks of the Said Building.
- VI) Water supply pipeline in the Said Building (save those inside any Flat or attributable thereto.)
- VII) Drainage and sewage pipeline in the Said Building (save those insider any Flat or attributable thereto).
- VIII) Wiring, fittings and accessories for lighting of lobbies, staircase and other common Portions of the Said Building.
- IX) Electricity meters and space for their installation.
- X) Watchman/caretaker's Room, Meter Room, Toilet in the Ground Floor.
- XI) Cable connection in the Said Building.
- XII) Common Roof above the top floor of the Said Building.
- XIII) Covered Car Parking Spaces

##### **PART - II**

(Fittings & Fixtures to be provided in the Flat)

|                    |  |
|--------------------|--|
| <b>STRUCTURE:</b>  | Eccentric Footing with RCC framed structure as per seismic design incorporating 250 mm thick external brick walls and 125 mm thick internal brick walls.   |
| <b>WALLS:</b>      | Acrylic Emulsion Paints on Pop.  |
| <b>CEILING:</b>    | Acrylic Emulsion Paint with no False Ceiling.  |
| <b>EXTERIORS:</b>  | Cement Plaster with weather coat paint of soothing colour and preferred finish.  |
| <b>INTERIORS:</b>  | P.O.P/Putty punning over cement plaster inside all rooms.  |
| <b>FLOORING:</b>   | Vitrified Antiskid Tiles of reputed brand in bedrooms, living/dining and balcony. Ceramic/Antiskid tiles in Bathrooms and Kitchen areas.   |
| <b>STAIR CASE:</b> | Stair case with marble/tiles with oil paints on walls.   |
| <b>KITCHEN:</b>    | Quartz Kitchen Counter, Stainless Steel Sink, 600 mm Glazed antiskid ceramic tiles Dado above granite counter (as per choice of the Owner), C.P. Fittings of reputed brand and SS tank with draining board. Purified water filter point. |
| <b>TOILET:</b>     | Glazed Ceramic Tiles upto door height with branded CP fittings, ceramic basins, sink shower, CP Fittings of reputed brand, Concealed piping system for hot and cold water lines.   |
| <b>DOORS:</b>      | Malaysian Sal door frame with phenol bonded commercial ply of 32 mm thickness for internal doors and 35 mm thick teak wood veneer for Main Door with Peephole and Godrej Night Latch.  |

#### **WINDOWS/EXTERNAL**

**GLAZING:** Tinted reflective glass with powder coated white aluminum glazing with non-see through glass in all toilets.

**ELECTRICAL:** Concealed insulated copper wiring with modular switches of reputed brand, pre-fitted split ACs of reputed brand in all Bedrooms. Light and plug points in bedrooms, dining and drawing rooms as per the architectural scheme. Geysers in all bathrooms, CCTV Surveillance system for common areas, including the entrance and exit point of the building.

**PLUMBING:** Internal Concealed Piping system with CPVC/UPVC lines for Cold and Hot Water Lines including wash basin.

**SANITARYWARE:** Porcelain sanitary ware of reputed brand (Grohe/Jaquar or equivalent reputed), CP fittings, SS Tank with draining Board, wash basin, wall hung WC with health faucet of reputed brand.

**ROOF:** Vitrified tiles to be used in the roof upon consultation with the Owner.

**LIFT:** High Speed lift of Kone, Otis or Schindler;

**POWER BACKUP:** Emergency Power Backup for common area lighting. Provision of Backup power within the apartment (except 15A PLUG).

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:

Please  
affix  
photograph  
and sign  
across

Please  
affix  
photograph  
and sign  
across

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

Please  
affix  
photograph  
and sign  
across

(1) \_\_\_\_\_ (Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_ Name –Address\_
2. Signature \_\_\_\_\_ Name–Address\_