

**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) executed on this --- day of -----, 20---

**By and Between**

**SQUARE FOUR HOUSING & INFRASTRUCTURE DEVELOPMENT PRIVATE LTD (Formerly OVERFLOW TRADELINK PRIVATE LIMITED)**, (PAN Card No. \_\_\_\_\_), a Company incorporated under the Companies Act, 1956 and an existing Company, under the Companies Act, 2013, having its Registered Office at 238A, A J C Bose Road, 2<sup>nd</sup> Floor, Suite No.2B, Kolkata – 700 020, (hereinafter referred to as the “**Promoter**” which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees.)

**AND**

[ALLOTTEE IF COMPANY]

\_\_\_\_\_, (CIN No. \_\_\_\_\_), a Company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its Registered Office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

[OR]

**[If the Allottee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners).

[OR]

**[If the Allottee is an Individual]**

Mr / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the “**Allottee**” (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).

[OR]

**[If the Allottee is an HUF]**

Mr \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignees as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- (b) “Appropriate Government” means the Government of West Bengal;
- (c) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (e) “Section” means a section of the Act.

**WHEREAS:**

- A. The Promoter (formerly OVERFLOW TRADELINK PRIVATE LIMITED) is the absolute and lawful owner of a piece of freehold Land, measuring 9696.94 sq.mt, be the same a little more or less, situated at the Premises No.1, Kashinath Dutta Road, Baranagar, under Ward No.25 of Baranagar Municipality, Kolkata – 700036 (the “**SAID LAND**”).
- B. The Promoter purchased the Said Land by a registered Sale Deed No.12538 of 2011, dated 20-07-2011, registered in Book No. I, CD Vol. No. 47, pages from 3798 to 3827 in the office of Additional Registrar of Assurances –II, Kolkata, West Bengal.

- C. Out of the Said Land, measuring an area of 9696.94 sq. mts., an area of 814.19 sq. mts at the frontage abutting the Kashinath Dutta Road, demarcated in \_\_\_\_\_ shade of Plan “\_\_\_” is intended to be used for road widening/beautification in due course. On the rest of the said Land, i.e. 8882.75 sq. mts. (hereinafter referred to as the “**PROJECT LAND**”) the Promoter is developing a building complex, namely, “**UDDIPA – THE CONDOVILLE**” (hereinafter referred to as the “**PROJECT**”).
- D. The Project comprises of 3(three) towers consisting of a common Basement + Ground + 20 upper floors with 120 (One Hundred and Twenty) residential apartments in each tower totaling to 360 Residential Apartments in the entire Project.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is being constructed.
- F. The Baranagar Municipality has granted the Building Permit to develop the Project vide approval Letter Ref. No. B/249 dated 24/11/2015, which was modified further by way of a revised sanctioned plan dated \_\_\_\_\_ ;
- E The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, as the case may be, from Baranagar Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans of Project except in strict compliance with Section 14 of the Act and other laws as applicable;
- F The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_;
- G The Allottee had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square Feet, Type \_\_\_\_\_, on \_\_\_\_\_ Floor in Tower No. “\_\_\_” named \_\_\_\_\_ (hereinafter referred to as the “**Building**”), along with Covered/Open [as applicable] Car Parking Space No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square Feet in the \_\_\_\_\_ (location) as permissible under the applicable law together with pro rata undivided, indivisible and variable share in the common areas of the Building and also of the Project (hereinafter referred to as the “**COMMON AREAS**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**APARTMENT**” more particularly described in **Schedule- “A”** and the floor plan of the Apartment is annexed hereto and marked as **Schedule “B”**);
- H The Allottee hereby agrees with the Promoter that the common portions and common facilities designated by the Promoter for use of allottees of a particular Towers/Buildings in the Project shall be used by all the allottees of that particular Tower/Building in common with each other and shall be hereinafter referred to as the “**BUILDING COMMON PORTIONS**”;

- I The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J The Allottees of the Apartments in the Project shall own in common with other Allottees, the Common Areas of the Project and also the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto (hereinafter referred to as the “**PROJECT COMMON PORTIONS**”);
- K. In accordance with provisions of the West Bengal Apartment Ownership Act,1972 certain common areas and facilities in the Project may be kept as reserved for use of certain apartments or remain allotted to any apartment to the exclusion of other apartments and shall hereinafter be referred to as the “**LIMITED COMMON AREAS AND FACILITIES**”;
- L. The Limited Common Areas and Facilities in respect of the Project shall, inter alia, include the covered/open car parking spaces, situated and/or designated for the Project;
- M. The Allottee has been allotted for his exclusive use either an independent parking space or facility to park the car in mechanical car parking system. The right to use parking space does not confer any ownership of the space on which such car parking facility is provided.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell, in the manner mentioned below, and the Allottee hereby agrees to purchase the Apartment and the [covered/open] parking space as specified in Para 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:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase, the Apartment as specified in Para G;
- 1.2 The Total Price for the Apartment based on the Carpet Area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only (“**Total Price**”). The break up is given in **Annexure “ \_\_\_ ”** hereto:

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment to the Allottee and the Common Areas and Facilities of the Project and of the Building/Tower to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be:

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

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule-C**. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint/POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and in the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall

include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-‘C’** (hereinafter referred to as the **“Payment Plan”**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanction plans, layout plans, and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-‘D’** and **Schedule-‘E’** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Project is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, 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 then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 3 (three) percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges that 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, indivisible, variable proportionate share in the Common Areas of the Building/ Tower and also those of the Project. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas, Building/Tower Common Portions and the Project Common Portions to the association of Allottees of the Project after duly obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, of all the

Towers/ Buildings in the Project from the Competent Authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint/POP, , tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and in the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be, subject to adherence of safety norms of the Promoter.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ [Covered/Open/ Mechanical] Car Parking facility shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project covering the Project Land on which the Project is being developed 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 Allottees.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, 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 therefore by such authority or person.

1.11 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 mentioned in **Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of this 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 described in **Schedule-C** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“Square Four Housing and Infrastructure Development Private Ltd” payable at \_\_\_\_\_.**

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the 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**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over

the Apartment to the Allottee and the Common Areas to the Association of the allottees or the competent authority, as the case may be.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed lay out plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities **[annexed along with this Agreement]** which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/ modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

**7.1 Schedule for possession of the Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas of the Project to the Association of Allottees on its formation or to the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas of the Project with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_ (excluding certain facilities which will be ready for use after completion all the towers in the Project), 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 become 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 allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement.

**7.2 Procedure for taking possession:** The Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement, to be taken within 2 (two) months from the

date of issue of Completion Certificate or Partial Completion Certificate, as the case may be. The Conveyance Deed in favour of the Allottee shall be executed and registered by the Promoter in favour of the Allottee within 3 (three) months from the date of issue of the Completion Certificate or Partial Completion Certificate, as the case may be, and the Promoter and the Allottee shall render full co-operation with each other to carry out the execution and registration of the Conveyance Deed. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the Promoter /Association of the Allottees, as the case may be, after the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, for the Project. The Promoter shall handover copy of Completion Certificate or Partial Completion Certificate, as the case may be, of the Apartment, to the Allottee at the time of execution and registration of the Conveyance Deed of the same.

**7.3 Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable as specified in para 7.2.

**7.4 Possession by the Allottee:** After obtaining the Completion Certificate or partial completion certificate, as the case may be, 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 to the Competent Authority, as the case may be, as per the applicable laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

**7.6 Compensation:**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

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

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing 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 Project Land or the Project,;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the 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 , the Project Land, the Building/Tower and the Apartment and the Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any Agreement for Sale and/or development or any other agreement/arrangement with any person and party with respect to the Project 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 government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the Competent Authority, as the case may be. To enable the Promoter to pay the dues mentioned above, the Allottee hereby undertakes to discharge his/her/their/its legal obligation to pay such dues to the Promoter under section 19(6) of the Act.
- (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 Project Land and/or the Project.

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

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Completion Certificate or Partial Completion Certificate, as the case may be, has been issued by the Competent Authority;
  - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (two) 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 as the rate prescribed 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 Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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

The Promoter, on receipt of the Total Price of the Apartment from the Allottee as para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate, undivided, indivisible, variable share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/their/its favour till payment of the 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 TOWER/BUILDING/APARTMENT/ PROJECT**

The Promoter shall be responsible to provide and maintain essential services of the Tower/Building and the Project till the taking over of the maintenance of the Tower/Building and the Project by the Association of the Allottees upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, of all the Tower/Building of the Project.

The cost of such maintenance which has been included in the Total Price of the Apartment has been fixed, which is based on the Consumer Price Index(CPI) published by Central Statistics Office (CSO) (Ministry of Statistics and Programme Implementation) as on \_\_\_\_\_, 20\_\_ assuming that the Association shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the allottees within a period of 2 (two years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be. In case the formation of the Association is delayed beyond the two year period, the Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the Allottees shall pay to the Promoter, the charges for such maintenance as fixed by the Promoter, on the basis of then prevailing CPI as mentioned above or may hand it over to the Competent Authority.

#### 11.1 COMMON AREAS AND FACILITIES:

- A. The Common Areas and Facilities of the Project shall be handed over to the Association upon formation of such association by the owners of the Apartments in the Project (the "**Association**").
- B. The Owners of all the Apartments in the Project shall join the Association as members.
- C. The Allottee shall be required to complete the formalities of becoming member of the Association and also to comply with the Rules and Bye-laws of the Association.
- D. The Promoter shall at an appropriate time within a maximum period of 2 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, of all the Buildings/ Towers of the Project shall notify the scheme of formation of the Association to the Allottees in accordance with the West Bengal Apartment Ownership Act so as to enable them to constitute/form such Association.
- E. The Allottee shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon by to do so by Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be of all the Towers/Buildings of the Project.
- F. **Interim Maintenance Period:**
  - (i) During the interim maintenance period ( i.e. the period prior to formation of the Association of Allottees and handing over of maintenance of

Common Areas and Facilities of the Project , the Promoter shall run, operate, manage and maintain the Common Areas & Facilities of the Project, including the Residents Activity Centre (“**RAC**”) as mentioned hereinafter:

- (ii) The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, STP, common Electrical installations, DG Sets, Solar Panels, Landscaping, Driveways, Parking areas, Mechanical Car Park Facility, Lobbies, and Lifts & staircases, RAC etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project including the Building/ Tower.

G. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Project shall during the Interim Maintenance Period, be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (i) **Air Conditioning:** Suitable space for keeping outdoor units of the AC System is given for each apartment and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing their AC units.

No puncturing of window/ wall to install A.C units will be permitted.

(ii) **Balconies/Terrace:**

- (a) The Apartment has a balcony. Drying of clothes etc. shall have to be done by the Allottee in such a manner that it does not disturb the aesthetics of the Building/ and should not be visible from the open areas of the Project.
- (b) The balconies in the Apartments will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Building/Tower/ Project. No interference to the elevation/ façade of the Tower will be permitted. The design intent of the architects will be required to be maintained by the Allottee.

H. The RAC and its maintenance:

- (i) The Promoter proposes to set up a “Residents Activity Centre” (namely “**ZEST**”) in the Project. All Apartment Owners of the Project shall be become the members of the RAC. The membership of the RAC shall be only in the name of individuals and the onetime charge for RAC will be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) for 3 BHK Apartments and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) for 2 BHK Apartments. The onetime RAC charge shall be appropriated by the Promoter towards the cost to be incurred for providing the infrastructure facilities and interiors including equipments at the RAC.

Surplus or deficit, if any, of such onetime RAC charge will be on account of the Promoter.

- (ii) One membership of the RAC will entitle the individual, spouse and dependent children to use RAC facilities. The other occupant(s) of Apartment(s) may also use the RAC facilities, subject to confirmation from the Allottee(s) and on payment of Additional Annual Subscription Charges as may be decided by the Promoter in due course of time.
  - (iii) Other Allottee(s) (such as body corporate, AOP etc) will be required to nominate the occupier of their allotted Apartment, who, for all purposes, will be treated as the member of the RAC.
  - (iv) The RAC will form part of common areas and facilities of the Project, all the facilities of which will be fully operational on completion of entire Project and it will be handed over to the Owners Association on its formation.
  - (v) The RAC shall be managed by the Promoter either by itself or through its nominee, during the interim maintenance period.
  - (vi) The rate of annual RAC subscription charge for the Apartments is Rs. \_\_\_\_\_/-. This amount is at today's cost and may be subject to revision from time to time.
  - (vii) The usage of the RAC by the Allottees, however, is subject to the payment of subscription charge.
  - (viii) The annual subscription for 2(two) years shall be payable to the Promoter or its nominee, at the time possession. Surplus or deficit, if any, arising out of the operation of the RAC for the period of these 2(two) years shall be to the account of the Promoter.
  - (ix) Some of the facilities at the RAC shall be available to the members, subject to payment of the annual subscription, while other facilities will be available on "pay and use" basis over and above the annual subscription charges.
  - (x) Detailed terms and conditions of RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated and circulated to all the members in due course, which will be binding on all the members of RAC.
  - (xi) In case the Apartment is transferred, the membership of RAC will automatically stand transferred to the transferee of the Apartment and the transferor will cease to be the member of the RAC.
- I. After the Common Areas and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws

framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

- J. **INSURANCE:** In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability and shall pay the premium and charges in respect of such insurances till the Common Areas & Facilities of the Tower/Building Project are handed over to the Association or to the Competent Authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate or Partial Completion Certificate, as the case may be, for such insurance as and when demanded by the Promoter.
- K. **TELECOM CONNECTIVITY:** The Promoter may, at its discretion, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas & Facilities of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association.
- L. **DOCUMENTATION CHARGES:** The Allottee will be required to pay to the Promoter, the charges for documentation equivalent to \_\_\_% of the price of the Apartment and the price of exclusive right to use the Car Parking space(s) slot(s) in the mechanical car parking facility. The Documentation Charges will be part of the Total Price as mentioned in the Annexure-“ \_\_\_ ” hereto.
- M. **MAINTENANCE & OTHER SECURITY DEPOSITS:**
- (i) The Allottee, on or before possession, shall deposit an amount equivalent to 2 year's maintenance charges (the “**Maintenance Security Deposit**”). The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Project. The Maintenance Security Deposit will be part of the Total Price.
- (ii) **ELECTRICITY SUPPLY/DG BACK-UP:**

The Promoter shall guide the Allottee to obtain electricity meters with respect to their Apartments from CESC/any other electricity supply agency. The Allottee shall be required to fill in the requisite forms and pay the applicable Security Deposit and Charges to the CESC/any other electricity supply agency. The Allottee shall pay the electricity bills pertaining to their Apartments directly to CESC/any other electricity supply agency.

In case CESC/any other electricity supply agency decides not to provide individual meters to the Allottee and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the Allottee upon payment by them of the proportionate Security Deposit payable to CESC/ any other electricity supply agency for such connection. The exact amount payable will be intimated to the Allottee at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by CESC/ any other electricity supply agency from time to time and the Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to CESC/ any other electricity supply agency, as per the norms of CESC/ any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters. The Allottee shall pay within the due dates, the electricity charges (on the basis their consumption recorded in their individual meters installed by the Promoter plus proportionate charges for transmission and distribution loss of electricity) to the Promoter/ Association, as the case may be, on the basis of a suitable mechanism as shall be devised by the Promoter/ the Association, as the case may be.

**(iii) DIESEL GENERATOR POWER BACKUP:**

Provision has been made for the installation of Diesel Generator (“**DG**”) for power backup to run the basic facilities at the Project.

In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Total Price.

The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

**N. DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE INTERIM MAINTENANCE PERIOD:**

Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC within due dates may result in withdrawal/restrictions/ disconnections/ discontinuation of the

respective common services to the Allottees and will make the Allottees liable to pay interest at 12% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

**12. TAXES:**

- (i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

**13. 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**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 and Facilities, covered 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 & Service Areas:** The basement and service areas as located in the Project, shall be earmarked for purposes such 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement 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. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to para 13 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/Tower, 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 addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Tower is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board / name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building/Tower or anywhere on the exterior of the Project or Common Areas and common facilities therein. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building/Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of the 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 Parties are entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18 ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority and disclosed, except as provided in the Act.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

## **20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed the Project 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 i.e. A.D.S.R. \_\_\_\_\_ or concerned A.R.A as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **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 Allottee/s, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule-C] including waiving the payment of interest for

delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 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 the 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **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 the Building/ Tower or the 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 Building/ Tower/Project or the Project, as the case may be.

## **28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 completed only upon its execution by the Promoter through its authorised signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata. 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 concerned Sub-Registrar. 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 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:

(A) \_\_\_\_\_ [name of the Allottee],

\_\_\_\_\_ [address of Allottee]

\_\_\_\_\_ [email of Allottee]

(B) Square Four Housing & Infrastructure Development Private Ltd.

238A, A J C Bose Road, 2<sup>nd</sup> Floor, Suit No.2B,

Kolkata- 700 020

E-mail: \_\_\_\_\_

It shall be 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. ASSIGNMENT OF AGREEMENT TO SALE:**

The Allottee may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

- i) The profile of the assignee is accepted by the Promoter;
- ii) A assignment fee equivalent to \_\_% (\_\_\_percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the Allottee(s) intending to assign the agreement to sale has already been paid to the Promoter.

### **33. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Apartment, prior to the execution and registration of this Agreement For Sale for such Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement For Sale or under the Act or the Rules or the Regulations made thereunder.

**34. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**35. DISPUTE RESOLUTION**

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

IN WITNESS WHEREOF parties herein above have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first, month and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs & sign  
across the photograph

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs & sign  
across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs & sign  
across the photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-“A”**

[APARTMENT]

**ALL THAT** Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Sq.ft., Type \_\_\_\_, on \_\_\_\_\_ floor, in Tower \_\_\_\_\_, named \_\_\_\_\_ along with Car Parking No. \_\_\_\_, measuring \_\_\_\_\_ sft in the \_\_\_\_\_ (location) as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project and butted and bounded as follows:

East:

West:

North:

South:

SCHEDULE ‘B’

[FLOOR PLAN OF THE APARTMENT]

**SCHEDULE –“C”****[PAYMENT PLAN]**

	<b>Tower 1</b>	<b>Tower 2</b>	<b>Tower 3</b>
<b><u>Particulars</u></b>	<b><u>Amount/Percentage</u></b>	<b><u>Amount/Percentage</u></b>	<b><u>Amount/Percentage</u></b>
Booking Money Part 1	300000	300000	300000
Booking Money Final - within 30 days	10% - 300000	10% - 300000	10% - 300000
Within 45 days of execution of Agreement to Sale	10% + ( 50% of car parking charges)	10% + ( 50% of car parking charges)	10% + ( 50% of car parking charges)
On Completion of Piling	10%		
On Completion of Basement`	10%		
On Completion of 1st Floor Roof Casting		10%	
On Completion of 4th Floor Roof Casting	10%	10%	
On Completion of 5th Floor Roof Casting			10%
On Completion of 8th Floor Roof Casting		10%	10%
On Completion of 11th Floor Roof Casting			10%
On Completion of 12th Floor Roof Casting	10%	10%	
On Completion of 14th Floor Roof Casting			10%
On Completion of 17th Floor Roof Casting	10%	10%	10%
On Completion of 19th Floor Roof Casting		10%	10%
On Completion of Roof Casting	10%		
6 months from Terrace Casting	10%	10%	10%
On or Before Possession	10% + (Balance of car parking, other charges & Deposits)	10% plus (Balance of car parking, other charges & Deposits)	10% plus (Balance of car parking, other charges & Deposits)
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

SCHEDULE 'D'

[SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE  
APARTMENT/PLOT)]

SCHEDULE 'E'

[SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE  
PROJECT)]

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]