

ANNEXURE-A

[See rule 9]

Agreement for Sale

THIS AGREEMENT FOR SALE (AGREEMENT) executed on this day of
Two Thousand Twenty-Three (2023);

BY AND BETWEEN

1) M/S. SHRI SHYAM INFRA REALTORS LIMITED, a Company Incorporated under the Companies Act, 1956, PAN No. **AAPCS6699M**, having its registered office at 18, Rabindra Sarani, Gate No. 1, 5th Floor, Room No. 502, Kolkata - 700001, represented by its Director **Mr. Naresh Kumar Agarwal**, Son of Premasukh Das Agarwal, **PAN No. AGAPA1118R, AADHAR NO. 6673 9143 5992**, by occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at 35/1C, Hari Ghosh Street, Beadon Street S.O., Kolkata, West Bengal - 700006 **(2) MRS. RASHMI BASAK**, Daughter of Naresh Kumar Agarwal, **PAN NO. BJPPB9745N, AADHAR NO. 5113 9379 6598**, Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at 6D, Bhim Ghosh Lane, Beadon Street, Kolkata, West Bengal – 700006 hereinafter identified, called and referred to as the **“Owner/Grantor”**, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **FIRST PART**

And

M/S. AARIT INFRA DEVELOPERS, PAN NO. ABUFA3005A a partnership firm, having its office at Premises No. 18, (Holding – 30) Golaghata Road, Ground Floor, Post Office – Sreebhumi, Police Station – lake Town, Kolkata – 700048 (24 PGNS North), represented by its Partner namely, **ASHWIN TEKRIWAL (PAN No. ABMPT0199C) (AADHAR NO. 9524 2611 5582)** Son of Mr. Dwarika Prasad Tekriwal, by Religion – Hindu, by occupation – Business, by Nationality – Indian, , residing at P-227, Lake Town, Block-‘B’, Post Office & Police Station – Lake Town, Kolkata – 700 089 hereinafter referred to as the **“Developer/Attorney”**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors-in-interest/office) of the **SECOND PART**

AND

(1) _____ by occupation – Service,
(2) _____ by occupation –
Housewife, both by Religion – Hindu, both by Nationality – Indian, both residing at

_____, hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors-in-interest/office) of the **THIRD PART.**

The Owner/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

INTERPRETATIONS/DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires, -

- a) "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Real Estate Regulation Act 2017.
- c) "Regulation" means the Regulations made under the West Bengal Real Estate Regulation Act 2017.
- d) "Section" means a section of the Act.

WHEREAS:

- A. By a registered deed of sale dated 22nd September, 1960 made between Smt. Sudha Ghosal, Smt. Shila Ghosal and Smt. Sujata Dutta, described therein as the Vendors of the One Part and Madhab Chandra Kundu, described therein as the Purchaser of the Other Part, the Vendors therein for the consideration therein mentioned, sold, conveyed and transferred the said Entire Property to the Purchaser therein free from all encumbrances, liens, lispensens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and in vacant condition which was registered at the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 102, Pages from 171 to 180, Being Deed No. 7633 for the year 1960.
- B. In the premises, after purchase of the said Entire Property as aforesaid, the said Madhab Chandra Kundu became absolute owner of the said Entire

Property and divided the said Entire Property into number of plots of different sizes and different numbers with the intention to sell the same to the intending purchasers.

- C. By a registered deed of sale dated 30th January, 1962 made between Madhab Chandra Kundu, described therein as the Vendor of the One Part and Dipak Kumar Roy, described therein as the Purchaser of the Other Part, the Vendor therein for the consideration therein mentioned, out of the said Entire Property sold, conveyed and transferred to the Purchaser therein **ALL THAT** piece and parcel of Bastu land measuring an area of 5 Cottah 1 Chittack 3 square feet be the same a little more or less, together with structure standing thereon comprising of rooms, Toilets, electric connection and 16 feet wide Common Passage at North East situate lying at and being **Plot Nos. 6 and 7**, comprised in R.S. Dag No. 747, recoded under R.S. Khatian No. 207, J.L. No. 25, lying and situated at Mouza Dakshindari, Division 2, Sub Division 6, Re Sa No. 6, Holding No. 10, Premises No. 228/1/2, S.K. Deb Road, DihiPanchannagram, Touzi No. 1298/2833, Police Station Dum Dum, (now Lake Town), office of Sub Registrar Cossipore Dum Dum, now Additional District Sub Registrar Bidhannagar, District 24 Parganas, more particularly described in the Schedule hereunder written hereinafter referred to as the "said property" free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions, whatsoever and howsoever and in vacant condition which was registered at the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 123, Pages from 268 to 273, Being Deed No. 658 for the year 1962.
- D. As there was an error in the said registered deed of conveyance dated 30th January, 1962, a registered deed of Declaration dated 9th April, 1962 was executed by the said Madhab Kundu rectifying the said error in the said deed of conveyance which was registered at the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 40, Pages from 288 to 289, Being Deed No. 2936 for the year 1962.
- E. In the premises, by virtue of the purchase of the said property as aforesaid, the said Dipak Kumar Roy was absolutely seized and possessed of and sufficiently entitled to the said property fee simple free from all encumbrances, liens, lispendens, charges and was in khas possession of the said property and enjoyed the same as an absolute owner thereof until the time hereinafter mentioned.
- F. By a registered deed of Mortgage dated 13th September, 1962, the said Dipak Kumar Roy mortgaged the said property which was registered at the office of

the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 68, Pages from 273 to 282, Being Deed No. 3845 for the year 1962.

- G. By a registered deed of Release which was executed in the year 1978 by the said Dipak Kumar Roy, the said Dipak Kumar Roy got the said property released which was registered at the office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 156, Pages from 15 to 20, Being Deed No. 6423 for the year 1978.
- H. By a registered deed of sale dated 6th February, 1980 made between Dipak Kumar Roy, described therein as the Vendor of the One Part and Annapurna Banerjee alias Annapurna Debi, described therein as the Purchaser of the Other Part, the Vendor therein for the consideration therein mentioned sold, conveyed and transferred the said property free from all encumbrances, liens, lispendens charges whatsoever and howsoever and in vacant condition which was registered at the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 21 Pages from 193 to 201, Being Deed No. 750. for the year 1980.
- I. In the premises, the said Annapurna Banerjee alias Annapurna Debi was absolutely seized and possessed of and sufficiently entitled to the said property as an absolute owner thereof free from all encumbrances and was in khas possession of the same and enjoyed the same without any obstructions, interferences whatsoever and howsoever until the time hereinafter mentioned.
- J. The said Annapurna Banerjee alias Annapurna Debi prior to her death executed her last Will and Testament dated 20th day of September 1988 whereby and whereunder she appointed Debopriya Bandopadhyay and Santipriya Bandopadhyay as the Executors to her said last Will and Testament with the directions to apply and obtain Probate of her said Last Will and Testament after her demise from any Court of Competent Jurisdiction and bequeathed the said property in the manner that **ALL THAT** Northern portion of the said property unto and in favour of her second son DebapriyaBandopadhyay and **ALL THAT** Southern Portion with a piece and parcel of vacant land to her third son SantipriyaBandopadhyay with right to construct the First Floor on his portion at his own cost who will enjoy the same the same as an absolute owner thereof.
- K. The said Annapurna Banerjee alias Annapurna Debi who was governed by the Dayabhaga School of Hindu Law died testate on 11th May, 1992 leaving behind her and surviving her two sons namely DebapriyaBandopadhyay and SantipriyaBandopadhyay as her only heirs and legal representatives under the

Hindu Succession Act, 1956 as the husband of the said Annapurna Banerjee alias Annapurna Debi predeceased her.

- L. After the death of the said Annapurna Banerjee alias Annapurna Debi, the executors named in the last Will and Testament dated 20th day of September 1988 in the year Two Thousand and One of the said Annapurna Banerjee alias Annapurna Debi filed an application for grant of probate of the last Will and Testament dated Twentieth day of August in the year Two Thousand One of the said Annapurna Banerjee alias Annapurna Debi in the Hon'ble High Court at Calcutta under its Testamentary and Intestate Jurisdiction which is marked as P.L.A. No. 237 of 2001 and the Hon'ble High Court at Calcutta granted probate of the said last Will and Testament dated 20th day of September 1988 of Annapurna Banerjee alias Annapurna Debi on 7th September, 2001.

- M. In the premises, by virtue of the grant of probate of the last Will and Testament dated 20th September, 1988 of the said Annapurna Banerjee alias Annapurna Debi, the said DebapriyaBandopadhyay and SantipriyaBandopadhyay became owners of their allocations together with the right to use common areas and facilities of the said property as mentioned in the last Will and Testament of the said Annapurna Banerjee alias Annapurna Debi.

- N. The said DebapriyaBandopadhyay who was governed by the Dayabhaga School of Hindu Law died intestate on 2nd December, 1996 leaving behind him and surviving his wife namely Smt. Deepa Banerjee and two sons namely Sri Devraj Banerjee and Sri Devjeet Banerjee as his only heirs and legal representatives under the Hindu Succession Act, 1956 and in the premises, after the death of the said DebapriyaBandopadhyay his aforesaid legal heirs became joint owners having undivided one third share each of the said Northern Portion of the said property as left by him and as mentioned in the last Will and Testament dated 20th September 1988 of the said Annapurna Banerjee alias Annapurna Debi which was bequeathed to the said DebapriyaBandopadhyay by Smt. Annapurna Banerjee alias Annapurna Debi.

- O. By a registered Deed of Gift dated 15th December, 2009 made between Deepa Banerjee and Devraj Banerjee, described therein as the Donors of the One Part and Debjit Banerjee, described therein as the Donee of the Other Part, the Donors therein in consideration of love and affection towards the Donee gifted, transferred and conveyed to the Donee therein ALL THAT undivided 2/3rd share of the Northern portion of the said property mentioned hereinabove which was registered at the office of the Additional Registrar of Assurances-II, Kolkata and

recorded in Book No. I, CD Volume No. 28, Pages from 549 to 562, Being Deed No. 13723 for the year 2009.

- P. In the premises, the said Devjeet Banerjee, became the absolute owner of said Northern Portion of the said property as mentioned hereinabove free from all encumbrances and is enjoying the same without any obstructions, interferences whatsoever.
- Q. The said SantipriyaBandopadhyay who was governed by the Dayabhaga School of Hindu Law died intestate on 18th September, 2015 leaving behind him and surviving his wife namely Smt. Satarupa Banerjee and only daughter namely Smt. Protitee Banerjee, as his only heirs and legal representatives of the said SantipriyaBandopadhyay under the Hindu Succession Act, 1956 and by virtue of law of inheritance the said Satarupa Banerjee and Protitee Banerjee became the absolute joint owners of the Southern Portion with the vacant land with right to construct the First Floor on the said property which was allotted to the said SantipriyaBandopadhyay having undivided equal share.
- R. The Vendors recorded their names in the records of Block Land and Land Reforms Office under L.R. Khatian Nos. 1140, 1142 and 1141 as well as in the records of the South Dum Dum Municipality in respect of the said property and paying taxes regularly.
- S. The said Devjeet Banerjee recorded his name in the records of Block Land and Land Reforms Office under L.R. Khatian Nos. 1140, in respect of land area 0.0282 Acre and the said Satarupa Banerjee recorded her name in the records of Block Land and Land Reforms Office under L.R. Khatian Nos. 1142, in respect of land area 0.0278 Acre and Protitee Banerjee recorded her name in the records of Block Land and Land Reforms Office under L.R. Khatian Nos. 1141, in respect of land area 0.0277 Acre of land, equivalent to land 5 Cottah 1 Chittack 3 Square Feet be the same a little more or less.
- T. The said Devjeet Banerjee recorded his name in the records of South Dum Dum Municipality under Holding No. 3/A and the said Santipriya Banerjee recorded his name in the records of South Dum Dum Municipality under Holding No. 3/B, relating to the said property.
- U. By virtue of Deed of Conveyance dated 08.09.2022, registered at the office of the A.R.A I, recorded in Book No. I, Volume No. 1901-2022, Pages from 364875 to 364906, Being No. 190108149 for the year 2022, the said Devjeet Banerjee, Satarupa Banerjee and Protiti Banerjee sold, transferred and conveyed **SAID PROPERTY** being **ALL THAT** piece and parcel of Bastu land

measuring an area of 5 Cottah 1 Chittack 3 square feet be the same a little more or less, together with ground plus one storied building standing thereon measuring an area of 3200 square feet be the same a little more or less i.e. on the ground floor measuring an area of 2000 square feet be the same a little more or less and on the first floor measuring an area of 1200 square feet be the same a little more or less, comprising rooms, Toilets, electric connection and 16 Feet wide Common Passage at North East situate lying at and being Plot Nos. 6 and 7, comprised in R.S. Dag No. 747, recoded under R.S. Khatian No. 207, corresponding to L.R. Khatian Nos. 1140, 1142 and 1141, J.L. No. 25, lying and situated at Mouza- Dakshindari, Division 2, Sub Division 6, Re Sa No. 6, Holding No. 10, now premises Nos. 3A and 3B (previously premises No. 228/1/2), S.K. Deb Road, Post Office Sreebhumi, Police Station Lake Town, Ward No. 34, within the limit of South Dum Dum Municipality, DihiPanchannagram, Touzi No. 1298/2833, office of Sub Registrar Cossipore Dum Dum, now Additional District Sub Registrar Bidhannagar, District North 24 Parganas unto and in favour of the Owner herein and thus the Owner became the absolute owner of the Said Property, morefully described in the **SCHEDULE A.**

- V. The said proposal of the Promoter the party of the Second Part, and the Owners, the party of the First Part herein have agreed to cause to effect construction of multi-storied building upon the aforesaid plot of land for consideration as described hereinafter in details and the Promoter the Party of the Second Part hereto has agreed to develop the said plot. The Owners thereafter in order to develop the **SAID PROPERTY**, and entered into Development Agreement and Power of Attorney on 28.09.2022, with the Promoter, by way of registered Development Agreement, registered at the office of the Additional Registrar of Assurances IV, Kolkata, recorded in Book No. I, Volume No. 1904-2022, Pages from 1125088 to 1125143, Being Deed No. 190419327, for the year 2022, and appointed him as Promoter to construct multi-storied building, namely **AN GROUP "NIRMALA VISTA"** at the Said Property.
- W. The Promoter is in the process of developing ALL THAT piece or parcel of land, measuring an area 5 (five) Cottahs 1 (one) Chittacks 3 (three) Square feet, more or less and the Promoter obtained or caused a map and plan sanctioned by the South Dum Dum Municipality consisting of several self-contained finished flats/apartments and car parking spaces known as **AN GROUP "NIRMALA VISTA"**.

- X. The Promoter is fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement and Power of Attorney.
- Y. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Competent Authority.
- Z. The Purchaser/Allottee had applied for an apartment in the Project vide Application No. **02**, dated **06.04.2023** and has been allotted **Apartment No. A** having **Super Built-up Area of 949 Square Feet**, on **3rd floor, North East portion of the building** at **AN GROUP NIRMALA VISTA** as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") (hereinafter referred to as the "Apartment" more particularly described in Schedule B); The agreement for sale already executed on 06.04.2023.
- AA. 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.
- BB. 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;
- CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the [Apartment].
- DD. The Promoter has applied to register the project under the provisions of the Act with the West Bengal REAL ESTATE REGULATORY AUTHORITY at West Bengal on 3rd August, 2021 under RERA REGISTRATION NO.: _____

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. **TERMS :**

Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Plot]

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

Block/Building/ Tower: "" Apartment No.: _____, Type: _____ BHK Floor: _____	Rs. _____ -
Car Parking: _____	N.A.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot.]
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) 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 schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee (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 promoters shall be entitled to make changes/ modification/ amendment in the of the existing sanctioned Buildings (including by construction of additional floors and/or lateral expansion of the project), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The

promoters confirms that the foundation of the Buildings have been planned to take the entire load of additional floors. It is clarified that the Promoter intend to convert / change the use of the building for commercial / mercantile / non-residential purposes and the same shall be of no concern to the Allottee (as the same doesn't affect the Residential Portion / said Premises) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. In case of any additional construction the common right of the allottees shall be in respect of the ultimate roof of the building and for the purpose the right of the promoter to in respect of the roof for construction of additional floors shall remain with the promoter.

- (v) 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, marbles, tiles, doors, windows and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

The Total Price is escalation free, save and except increases which the Allottee(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) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

The allottee(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 instalments payable by the Allottee(s) by discounting such early payments @ 0.5 % per annum for the period by which the respective instalment 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) by the Promoter.

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the Apartment/building, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act.

(Applicable in case of Apartment) The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, 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 reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from 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 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.

Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) The promoters shall be entitled to make changes/modification/amendment in the of the existing sanctioned Buildings (including by construction of additional floors and/or lateral expansion of the project), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The promoters confirms that the foundation of the buildings have been planned to take the entire load of additional floors. It is clarified that the Promoter intend to convert / change the use of the building for commercial / mercantile / non-residential purposes and the same shall be of no concern to the Allottee (as the same doesn't

affect the Residential Portion / said Premises) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

- (iv) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (v) 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.

It is made clear by the Promoter and the Allottee agrees that the Apartment 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 Allottee(s) of the Project.

The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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.

The Allottee has paid a sum of _____ 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 at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favour of **M/S. AARIT INFRA PROMOTERS**

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

The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil 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 Regulation 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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply 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 authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the [Apartment/Plot], if any, in his/ her name 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 allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, 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 Housing Industry Regulation Act (Please insert the relevant State Laws) 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 this Agreement.

7. **POSSESSION OF THE APARTMENT / PLOT: Schedule for possession of the said [Apartment / Plot] –**

The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____ if unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of 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(s) 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(s) the entire amount received by the Promoter from the Allotment within 45 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and 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(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

Failure of Allottee to take possession of [Apartment]- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) 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(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) 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(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation. The Allottee shall bear the registration charges and stamp duty and incidental charges for registering any Deed of 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the provisions of 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 including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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 or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) 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/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) 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/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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 /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following: -

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. **CONVEYANCE OF THE SAID APARTMENT/ PLOT:**

The Promoter, on receipt of Total Price of the [Apartment] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:** The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment].

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 thirty days, and in the event of Promoter's failure to rectify

such defects within such time, the aggrieved Allottee(s) 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 here by agrees to purchase the [Apartment/Plot] 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 there after 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/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) 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(s) and service areas: - The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, 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(s) shall not be permitted to use the services areas and the easements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [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 said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit

and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 wall of the [Apartment].

The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a [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 structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

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

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said [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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/ Building].

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Housing Industry Regulation Act (Please insert the name of the apartment ownership Act).

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 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 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 said [Apartment] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee 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 said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving 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 part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottee(s) in 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/Plots] 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 completed 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, 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 at Sealdah or Registrar of Assurances at Kolkata Hence this Agreement shall be deemed to have been executed at the office of the Promoter.

30. **NOTICES:**

That all the 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: -

Promoter	Allottee/Purchaser
M/S. AARIT INFRA PROMOTERS , a partnership firm, having its office at Premises No. 18, (Holding – 30) Golaghata Road, Ground Floor, Post Office – Sreebhumi, Police Station – lake Town, Kolkata – 700048 (24 PGNS North),	(1) Mr. Sandip Gope (2) Mrs. Sumita Gope both residing at 3/13, Adya Nath Saha Road, Patipukur, Kolkata – 700 048

It shall be the duty of the Allottee and promoter to inform each other of any changes 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 ALLOTTEE:**

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 Allottee(s).

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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

(Please insert any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

34. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

THE SCHEDULE 'A' ABOVE REFERRED TO:

SAID PROPERTY

ALL THAT piece and parcel of Bastu land measuring an area of 5 Cottah 1 Chittack 3 square feet be the same a little more or less, together with Proposed Multi-Storied Building namely **AN GROUP "NIRMALA VISTA"** and 16 Feet wide Common Passage at North East situate lying at and being Plot Nos. 6 and 7, comprised in R.S. Dag No. 747, recoded under R.S. Khatian No. 207, corresponding to L.R. Khatian Nos. 1140, 1142 and 1141, J.L. No. 25, lying and situated at Mouza- Dakshindari, Division 2, Sub Division 6, Re Sa No. 6, Holding No. 10, now premises Nos. 3A (previously premises No. 228/1/2), S.K. Deb Road, Post Office Sreebhumi, Police Station Lake Town, Ward No. 34, within the limit of South Dum Dum Municipality, Dihipanchannagram, Touzi No. 1298/2833, office of Sub Registrar Cossipore Dum Dum, now Additional District Sub Registrar Bidhannagar, District North 24 Pargnanas, which is butted and bounded as follows:-

ON THE NORTH : S.K. Deb Road, 5th By Lane;

ON THE SOUTH : House of Bimalendu Chowdhury;

ON THE EAST : S.K. Deb Road, 5th By Lane;

ON THE WEST : Land of Madhab Kundu

SCHEDULE 'B' REFERRED TO HEREINABOVE

ALL THAT the estate, right, title and interest in respect of the self-contained Flat complete in all respects located at **3rd Floor, Apartment No. A** having **Super**

Built-up Area of 949 Square Feet, North East Portion of the proposed multistoried Building consisting of 3 Bed Room, 1 Dining Room, 1 Kitchen, 1 Verandah and 2 Toilet at **NIRMALA VISTA** shown in the annexed site plan by red bordered boundary line, together with proportionate undivided right, title, situated at Mouza - Patipukur, more fully and particularly described in the Schedule 'A' hereinabove along with undivided common right or interest in the staircase, all ways, roof, paths, passages, drains water, water course, pump on the ground floor, overhead water tank excluding Car Parking area.

THE SCHEDULE 'B-1' ABOVE REFERRED TO

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE SHEET

**THE SCHEDULE 'C' ABOVE REFERRED TO
Payment Plan**

Payment Plan

"NIRMALA VISTA"		
PAYMENT SCHEDULE AND TERMS & CONDITIONS		
FLAT CHARGES		
Total Sale Consideration		RS. 38,00,000/-
Rate		Not to be included.
PAYMENT SCHEDULE "C"		
SL. NO.	PARTICULAR	
1	On Booking	10%
2	On Completion of Pilling Work	10% of Total Consideration
3	On Completion of Foundation Work	10% of Total Consideration
4	On Completion of 2 nd Floor Casting	7.5% of Total Consideration
5	On Completion of 4 th Floor Casting	7.5% of Total Consideration

6	On Completion of 6 th Floor Casting	7.5% of Total Consideration
7	On Completion of Bricks Work	7.5% of Total Consideration
8	On Completion of POP	7.5% of Total Consideration
9	On Completion of Tiles	7.5% of Total Consideration
10	On Completion of Electric work	7.5% of Total Consideration
11	On Completion of Plumbing work	7.5% of Total Consideration
12	Full & Final Payment of Conveyance deed Time of possession	10% of Total Consideration
	TOTAL	100%

NOTE:

1. In case of delay in payment an interest @ State bank of India prime lending rate plus 2% p.m. will be charged extra on failure of payment as per schedule.
2. In case of dishonour of any cheque paid by the Allottee, the bank charges arising out of such dishonour of such cheque shall also be paid by the Allottee.
3. In case of cancellation of agreement due to any circumstances the GST amount shall not be refunded to the Allottee.

**SCHEDULE- 'D' -
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT)**

Number of floors : Ground floor plus upper stories (G+6).

- b) Water arrangement: Pumping arrangement to overhead reservoir from underground water.
- c) Flooring skirting : All rooms including toilets, kitchen and verandah are laid with floor Tiles and skirting of 4" inch. height in toilet glazed tiles will be provided upto Door Height around all wall areas.

- d) Toilets sanitary plumbing- : All pipe lines in toilet and kitchen will be semi and concealed with PVC Pipe sanitary water or white Porcelain of the approved made. Sanitary fittings are brass C.P. Finish, Kitchens are provided with black stone sink cooking table top covered with black stone and 3' FT. height glazed tiles will be fitted over the black stone. Outside Soil line and Waste line will be of P.V.C. Pipe.
- e) Interior finish of wall and ceiling : All interiors will be finished with Putty.
- g) Roof : Roof Tiles.
- h) Electrification : All bed rooms, dining space etc. are provided with two lights points, 1 Fan point, and 1 nos of 5 Amps. and 1 Fan point at Bathroom & 1 A.C. Point.
- i) Electrical works : Individual meter for each and every flat shall be provided in meter room along with one common meter for the common services of all Flat Owners
- j) Individual Meter : Cost of Individual meter and cost of infrastructure i.e. Mother Electric Line shall be borne by all the Flat owners. Maintenance cost of Building Maintenance cost for common areas and common things will be borne by all the Flat purchasers and Land owners proportionately.

Special Specifications

- Foundation : R.C.C. Pile foundation with tie beams
- Wall – Internal : 3" & 5" Bricks
- External : 8" Thick Bricks
- Doors : Quality frame with solid Core – Flush/Door

Windows	:	Aluminum Sliding Windows
Living / Dining / Bedroom	:	Vitrified Tile Flooring
Kitchen	:	Ceramic Tiles with vitrified tiles on flooring
Toilets	:	Floor – Vitrified anti skid tiles Wall – Ceramic Tiles Sanitary Ware – Escrow / Hindware
Electricals (Havells)	:	Concealed copper wiring. Provisions in appropriate locations for lights & fans, TV, Exhaust & Geyser.
Interior Finish	:	Putty over plastered walls
Exterior Finish	:	Quality Exterior Paint

**THE SCHEDULE 'D' ABOVE REFERRED TO
Common Amenities**

BASIC FACILITIES:

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Developer, excluding however the areas reserved by the Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific Unit-Purchasers.
- b) Water supply system as be planned by the Developer from time to time.
- c) Drainage and sewerage system as be planned by the Developer from time to time.
- d) Other areas and installations as be planned by the Developer.

Extended Facility:

- a) Community Hall for **"NIRMALA VISTA"**

**THE SCHEDULE 'E' ABOVE REFERRED TO
(COMMON EXPENSES/ CHARGES)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipment's and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in

respect of the Complex at Complex level save those separately assessed on the Purchaser/s.

10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

MEMO OF CONSIDERATION

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at 150/6, Beliaghata Main Road, Kolkata P.O.-Beliaghata, P.S.- Beliaghata, Pin-700010 in the presence of attesting witness, signing as such on the day first above written.

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

IN WITNESS WHEREOF parties herein above named 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 above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature

Name
Address

At on in the presence of:

WITNESSES:

1. Signature

Name :
Address :

2. Signature

Name :
Address :

MEMO OF CONSIDERATION

_____only)

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE PROMOTER