

**THIS AGREEMENT FOR SALE (“Agreement”)** is made on this \_\_\_\_\_  
day of \_\_\_\_\_, Two Thousand and Nineteen (2019)

**BETWEEN**

(1) **SRI SANKAR KUMAR SADHU** (Aadhaar No. **762843503715**) having PAN: **AJJPS2267D** son of Late Tarapada Sadhu , (2) **SMT. SIPRA SADHU** (Aadhaar No. **919501179501**) having PAN:**AJJPS2265B** wife of Sri Sankar Kumar Sadhu , (3) **SRI NEMAI KUMAR SADHU** (Aadhaar No. **901809156815**) having PAN: **AKOPS3232L** son of Sri Sankar Kumar Sadhu, all are residing at 71, Bara Nilpur Road, Bara Nilpur Aryapally, 12 Bardhaman Sadar , P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103 , (4) **SMT. SWAPNA SADHU BANIK** (Aadhaar No. **682698799398**) having PAN: **ALGPS3586C** wife of Sri Biswajit Banik, residing at Kachari Road, P.O.: Katwa , P.S.: Katwa , District : Burdwan , (5) **SRI SHYAMAL KUMAR SADHU** (Aadhaar No. **397062565411**) having PAN:**AKDPS4438B** son of Late Tarapada Sadhu, residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, (6) **SRI JAGADISH KUMAR SADHU** (Aadhaar No.**998629828525**) having PAN: **AVEPS9241C** son of Late Tarapada Sadhu and (7) **SMT. SHARMILA SADHU** (Aadhaar No.**899488849256**) having PAN: **AJJPS2266C** wife of Sri Jagadish Kumar Sadhu , 6 & 7 are residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, represented by Constituted Attorney **Mr. Sandip Kumar Agarwal / Mr. Niraj Kedia** of Sankar Kr Sadhu, Sipra Sadhu , Nemai Kr Sadhu, Swapna Sadhu Banik , Shyamal Kr Sadhu, Jagdish Kr Sadhu and Sharmila Sadhu as per Deed registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I , C.D. Volume No: 26, Pages from 1737 to 1754, Being No: 06092 for the year 2012 , hereinafter jointly referred to as the **OWNERS / PARTIES OF THE FIRST PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators and / or assigns) of the **FIRST PART**.

A N D

**M/S. DEEWAKAR HEIGHTS PRIVATE LIMITED (CIN: U45400WB2012PTC172334)**, a Company incorporated under the Companies Act,

1956 and having its registered office presently at 'Annapurna Apartment', 3rd Floor, 68, Ballygunge Circular Road, P.S. Karaya, Kolkata – 700019, W.B. formerly at 33A, Rabindra Sarani, 1<sup>st</sup> Floor, P.S. Hare Street, Kolkata – 700 033, having PAN : **AAECD2385G** represented by one of its Directors, **Mr. Niraj Kedia** (Aadhaar No. 396178932851) vide Board Resolution dated \_\_\_\_\_ having PAN : **AFTPK1907Q**, son of Sri Ram Autar Kedia, residing at Shantikunj, 138A, Karaya Road, P.S. Beniapukur, Kolkata – 700017 , hereinafter referred to as the **PROMOTER / PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest ,executors , administrators and permitted assignees) of the **SECOND PART**.

A N D

(1) **SHRI/SMT.** ..... (Aadhaar No. ....) having PAN : ..... son/wife of Shri ..... and (2) **SHRI/SMT.** ..... (Aadhaar No. ....) having PAN : ....., son/wife of Shri ..... both residing at ....., West Bengal, hereinafter referred to as the **ALLOTTEE(S) / PARTIES OF THE THIRD PART** (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or assigns) of the **THIRD PART**.

**A. DEFINITIONS** – For the purpose of this Agreement for Sale, unless the context otherwise requires-

(a) **OWNERS-** (1) **SRI SANKAR KUMAR SADHU** (Aadhaar No. **762843503715**) having PAN:**AJJPS2267D** son of Late

Tarapada Sadhu , **(2) SMT. SIPRA SADHU** (Aadhaar No. **919501179501**) having PAN:**AJJPS2265B** wife of Sri Sankar Kumar Sadhu , **(3) SRI NEMAI KUMAR SADHU** (Aadhaar No. **901809156815**) having PAN:**AKOPS3232L** son of Sri Sankar Kumar Sadhu, all are residing at 71, Bara Nilpur Road, Bara Nilpur Aryapally, 12 Bardhaman Sadar , P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103 , **(4) SMT. SWAPNA SADHU BANIK** (Aadhaar No. **682698799398**) having PAN: **ALGPS3586C** wife of Sri Biswajit Banik, residing at Kachari Road, P.O.: Katwa , P.S.: Katwa , District : Burdwan , **(5) SRI SHYAMAL KUMAR SADHU** (Aadhaar No. **397062565411**) having PAN:**AKDPS4438B** son of Late Tarapada Sadhu, residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, **(6) SRI JAGADISH KUMAR SADHU** (Aadhaar No.**998629828525**) having PAN: **AVEPS9241C** son of Late Tarapada Sadhu and **(7) SMT. SHARMILA SADHU** (Aadhaar No.**899488849256**) having PAN: **AJJPS2266C** wife of Sri Jagadish Kumar Sadhu , 6 & 7 are residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, represented by Constituted Attorney **Mr. Sandip Kumar Agarwal / Mr. Niraj Kedia** of Sankar Kr Sadhu, Sipra Sadhu , Nemaï Kr Sadhu, Swapna Sadhu Banik , Shyamal Kr Sadhu, Jagdish Kr Sadhu and Sharmila Sadhu as per Deed registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I , C.D. Volume No: 26 Pages from 1737 to 1754, Being No. 06092 for the year 2012 hereinafter jointly referred to as the **OWNERS**.

- (b) **PROMOTER - M/S. DEEWAKAR HEIGHTS PRIVATE LIMITED (CIN - U45400WB2012PTC172334)**, a Company incorporated under the Companies Act, 1956 and having its

registered office presently at 'Annapurna Apartment', 3rd Floor, 68, Ballygunge Circular Road, P.S. Karaya, Kolkata – 700019, W.B. formerly at 33A, Rabindra Sarani, 1<sup>st</sup> Floor, P.S. Hare Street, Kolkata – 700 033, having PAN - AAECD2385G represented by one of its Directors, **Mr. Niraj Kedia (Aadhaar No. 396178932851)** vide Board resolution dated \_\_\_\_\_ having PAN : **AFTPK1907Q**, son of Sri Ram Autar Kedia, hereinafter referred to as the **PROMOTER**.

- (c) **ALLOTTEE(S)- SHRI / SMT.** .....  
(Aadhaar No. ....) having PAN: .....  
Son/wife of Shri ..... and **(2)**  
**SHRI/SMT.** ..... (Aadhaar No. ....)  
having PAN: ....., son / wife of Shri  
..... both residing at  
.....,  
West Bengal, hereinafter referred to as the **ALLOTTEE(S)**.
- (d) **ACT-** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;
- (e) **ADVOCATES** – shall mean **MR. N.N. CHAKRABORTY, ADVOCATE**, 84/1, Beltala Road, P.S. Bhowanipore, Kolkata – 700026 appointed by the Promoter inter alia, for preparation of this Agreement and Conveyance for transfer of the Apartment.
- (f) **ARCHITECT** – shall mean Mr. Madhumoy Halder of 32/1, Block: 'F', Patuli Township, and Kolkata - 700 094 and/or any such person or persons who may be appointed by the Promoter as the Architect for the said Project.

- (g) **ASSOCIATION** – shall mean an Association of Allottee(s) in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.
- (h) **APPLICATION MONEY-** shall have the meaning described to it in Clause 1.13.
- (i) **BUILDING / NEW BUILDING** - shall mean the proposed new Residential cum Commercial building named “**THE ROYAL HEIGHTS**” at the said property consisting of 3 (Three) Blocks being Block – I, Block – II and Block - III out of which **Block : I and Block : II consists Ground + XI storied building and Block : III consists Ground + IV** multistoried building to be constructed at the aforesaid property situated in R.S./L.R. Dag /Plot No. 460 under L.R. Khatian No. 1968,1969,1970,2139,2150,2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, G.T. Road, Ghordour chatti, P.O: Sripally , P.S. & District : Burdwan containing several independent and self contained residential apartments, Commercial (Partly) , parking spaces and other constructed areas.
- (j) **BUILT UP AREA** – shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift, lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.
- (k) **BOOKING AMOUNT-** shall mean 10% of the Consideration for the Apartment which includes the Application Money plus GST;

(l) **CANCELLATION CHARGES-** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque;

(m) **CARPET AREA-** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression ‘exclusive balcony or verandah area’ means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the Allottee(s).

(n) **SUPER BUILT- UP AREA-** shall mean the Carpet area and corresponding Built up area measuring at floor level of the said Apartment taking the external dimension of the Apartment including the Built up areas of Balcony / Verandah / Wardrobe thereto and proportionate share of common facilities and Amenities , Services , Stair head room , Lift machine room share comprised in the said property.

(o) **COMMON AREAS** - shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.

- (p) **COMMON FACILITIES AND AMENITIES:** shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.
- (q) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottee(s) as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s).
- (r) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee(s), collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.
- (s) **PLAN** - shall mean the plan of the proposed buildings 3 (Three) Blocks out of which **Block: I and Block: II consists Ground + XI storied building and Block: III consists Ground + IV** multistoried building already sanctioned by Baikunthapur No. II , Gram Panchayat after obtaining N.O.C. from Burdwan Development Authority ( A statutory Authority of Government of West Bengal ) of New Administrative Building (5<sup>th</sup> Floor) Burdwan: 713 101 for construction of the new buildings being sanctioned dated



**22.08.2014**, Partly Residential Apartment, Partly Commercial and covered car parking spaces in Block : I, Fully Residential Apartments and covered car parking spaces in Block : II and Community Hall , Changing room, Library , Building Maintenance Office at Ground Floor and GYM , Yoga room and Indoor Games Area at 1st Floor and Residential Apartments in Block : III and the car parking spaces whether open / covered / Frog Lifting / Mechanical Parking within Project and the Common Areas and Common Facilities and Amenities situate, lying and comprised on the said property situate, lying and comprised in L.R. Dag / Plot No. 460 within L.R. Khatian No:- 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, P.S. Burdwan and District Burdwan to be known as **“THE ROYAL HEIGHTS”** and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

- (t) **PROJECT** – shall mean the residential building complex to be known as **“THE ROYAL HEIGHTS”** comprising of 3 (Three) Blocks being Block – I, Block – II and Block - III out of which **Block : I and Block : II consists Ground + XI storied building and Block : III consists Ground + IV multistoried building** to be constructed at the aforesaid property with a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, consisting of self-contained independent apartments and the car parking spaces whether open / covered / Frog Lifting / Mechanical Parking within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter in terms of the Plan on the said Property or on the part

thereof together with all easement rights and appurtenances belonging thereto.

- (u) **RULES-** shall mean The West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (v) **REGULATIONS-** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (w) **SAID APARTMENT – shall mean Flat No. ‘...’ on Block.....I or II** having an area of \_\_\_\_\_ Sq.ft. be the same a little more or less (Carpet Area) corresponding to \_\_\_\_\_ Sq.ft. be the same a little more or less (Built up area) corresponding to \_\_\_\_\_ Sq.ft. be the same a little more or less (Super Built-Up area) situated on the ..... **Floor** consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen and exclusive balcony area of ..... Sq.ft. be the same a little more or less and exclusive terrace area of ..... Sq.ft. be the same a little more or less in the proposed **2 Nos. - G + XI and 1 No. G + IV** storied multistoried building of the Project known as **“THE ROYAL HEIGHTS”** together with a Open / Covered / Frog Lifting / Mechanical Car parking Space being No. .... together with right to enjoy the Common Facilities and Amenities including all fittings and fixtures therein and / or appurtenant thereto and is hereby agreed to be constructed by the Promoter for Residential cum Commercial purpose for and on behalf of the Allottee(s) on ownership basis, more fully described in the Second Schedule hereunder written.
- (x) **PARKING SPACE-** shall mean one Open / Covered / Frog lifting / Mechanical Car Parking space (if approved by the Statutory

Authority) reserved for the Allottee(s), in the portion of the Ground floor of the proposed buildings in Block: I , II and III for parking of the Car.

- (y) **SAID PROPERTY** – shall mean **ALL THAT** the piece and parcel of Bastu land containing an area of about **71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft.** be the same little more or less lying, situate and comprised in L.R. Dag / Plot No. 460 within L.R. Khatian No:- 1968, 1969 , 1970 , 2139 , 2150 , 2286 and 2287 within Mouza; Kanainutshal, J.L. No. 76, and also known as Ghordour Chatti ,G.T.Road , P.O:Sripally , P.S. Burdwan, District : Burdwan, Pin Code : 713 103, more fully and particularly mentioned and described in the **First Schedule** hereunder written.
- (z) **SAID SHARE** – shall mean pro rata undivided indivisible impartible variable share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (aa) **SECTION-** shall mean a section of the Act.
- (bb) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (cc) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the Second Schedule of the PART II hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

## **B. INTERPRETATION**

1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

1.2.2 Words in singular shall include the plural and vice versa.

1.2.3 Reference to a gender includes a reference to all other genders.

1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

**WHEREAS :**

- A) One Krishna Chandra Das was the absolute owner in respect of a piece and parcel of Sali land measuring about 1 Acre and 18 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- B) While seized and possessed of the said property along with the other properties, said Krishna Chandra Das, by virtue of a registered Deed of Conveyance dated **06.04.1954** sold, conveyed and transferred the said properties to one Rajani Kanta Ghosh on valuable consideration and the said Deed was registered before the District Sub-Registry office at Burdwan being Deed No. 1528 for the year 1954.
- C) While seized and possessed of the said property, said Rajani Kanta Ghosh died intestate on **7<sup>th</sup> May, 1979**, leaving behind him his widow, namely Smt. Pushpa Rani Ghosh, two sons namely Sri Mohan Lal Ghosh and Sri Satyanarayan Ghosh and four daughters, namely Bharati Mondal, Sabita Ghosh, Tapati Ghosh and Alpana Ghosh.
- D) The aforesaid legal heirs of said Rajani Kanta Ghosh having found it difficult for joint use and enjoyment of the same, they, by virtue of registered Deed of Partition dated **09.07.1984**, which was registered before the District Sub-Registry office at Burdwan in Book No: I , Volume No: 92 Pages from 13 to 22 Being Deed No. 4938 for the year 1984 duly partitioned the aforesaid property amongst themselves and as per the said Deed of Partition, one daughter of said Rajani Kanta Ghosh, namely Bharati Mondal being not interested in the aforesaid properties, left by her

father, she released and / or relinquished her right in the aforesaid property in favour of other co-sharers by joining the said Deed of Partition.

- E) As per the said Deed of Partition, said Sabita Ghosh, Tapati Ghosh and Alpana Ghosh acquired 1/3<sup>rd</sup> share of the said entire property measuring 1 Acre and 18 Satak equivalent to 39 Satak more or less of Sali land situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- F) By virtue of a registered Deed of Conveyance dated **14.12.1987**, said Sabita Ghosh, Tapati Ghosh and Alpana Ghosh sold, conveyed and transferred their share in the aforesaid property equivalent to 39 Satak more or less of Sali land situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 in favour of Santosh Kumar Dey on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 168, Pages 16 to 22, Being No. 8044 for the year 1987.
- G) By virtue of said registered Deed of Conveyance, said Santosh Kumar Dey became the absolute owner in respect of the said piece and parcel of Sali land measuring about 39 Satak.
- H) By virtue of a registered Deed of Exchange dated **23.12.1991**, said Santosh Kumar Dey exchanged the aforesaid property with the property of Bimal Kumar Banik and Sabitri Banik and the said Deed was registered before the A.D.S.R. Burdwan in Book No: I, Volume No: 117, Pages from 71 to 78 Being No. 6410 for the year 1991 and thus by virtue of the said deed of exchange said Bimal Kumar Banik and Sabitri Banik became the owners of the said property.

- I) After acquiring the aforesaid piece and parcel of Sali land measuring about 39 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460, said Bimal Kumar Banik and Sabitri Banik sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs in favour of Tapati Banik on valuable consideration and the said Deed was registered on **18.07.1992** before the A.D.S.R, Burdwan in Book No: I , Volume No: 78 , Pages from 275 to 279 Being No. 4498 for the year 1992.
- J) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik by virtue of a registered Deed of Exchange dated **21.02.2003** duly exchanged an area of 6862 sq. ft. equivalent to 9 Cottahs 8 Chittaks and 22 sq. ft. out of said 39 Satak of Sali land situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 with the property of one Shyamal Kumar Sadhu situated in Mouza: Nandur and the said Deed of Exchange was registered before the A.D.S.R., Burdwan in Book No. I , Volume No. 5, Pages from 83 to 97, Being No. 129 for the year 2005.
- K) By virtue of said Deed of Exchange, said Shyamal Kumar Sadhu became the absolute owner in respect of the said piece and parcel of Sali land measuring about 6862 sq.ft. equivalent to 9 Cottahs, 8 Chittaks and 22 sq.ft. out of said 39 Satak.
- L) Said Bimal Kumar Banik , Sabitri Banik and Tapati Banik by virtue of a registered Deed of Exchange dated **26.07.2004** duly exchanged a piece and parcel of Sali land measuring about 8681 sq.ft. equivalent to 12 Cottahs and 41 Sq.ft. out of their remaining area 23 Satak of Sali land with the property of Jagadish Kumar Sadhu situated within Mouza: Nandur and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 118, Pages from 132 to 141, Being No. 2976 for the year 2006.

- M) By virtue of said Deed of Exchange, said Jagadish Kumar Sadhu became the absolute owner in respect of a piece and parcel of Sali land measuring about 8681 sq.ft. equivalent to 12 Cottahs and 41 Sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- N) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik also by a registered Deed of Conveyance dated **26.07.2004** sold, conveyed and transferred a piece and parcel of Sali land measuring about 1445 sq.ft. equivalent to 3 Satak together with the right over the passage to one Swapna Sadhu Banik on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 60, Pages from 199 to 209, Being No. 1493 for the year 2006.
- O) Sabita Ghosh, Tapati Ghosh and Alpana Ghosh also by another registered Deed of Conveyance dated **14.12.1987** registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 168, Pages from 8 to 15, Being Deed No. 8043 for the year 1987 sold, conveyed and transferred their 1/3<sup>rd</sup> share out of the aforesaid property equivalent to 39 Satak more or less situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 to one Archana Sarkar wife of Sri Suman Sarkar.
- P) Said Archana Sarkar, while seized and possessed of the said piece and parcel of Sali land measuring about 39 Satak, She by virtue of a registered Deed of Exchange dated **23.12.1991** duly exchanged the aforesaid property to one Nemai Chand Banik and Ranjita Banik, which was duly registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 117, Pages from 79 to 86, Being No. 6411 for the year 1991 and thus by virtue of the said



deed of exchange said Nemai Chand Banik and Ranjita Banik became the owners of the said property.

- Q) After acquiring the said ownership in respect of the said piece and parcel of Sali land measuring about 39 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460, said Nemai Chand Banik and Ranjita Banik sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs out of said 39 Satak to their daughter Poppy Banik.
- R) After the demise of said Nemai Chand Banik and Ranjita Banik their two sons and five daughters, namely Bimal Kumar Banik and Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta became the absolute owners in respect of piece and parcel of Sali land measuring about 39 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- S) The aforesaid legal heirs of said Nemai Chand Banik and Ranjita Banik, by virtue of Deed of Exchange dated **21.02.2003** duly exchanged a demarcated Sali land measuring about 7672 sq. ft. equivalent to 10 Cottahs, 10 Chittaks and 22 Sq.ft. with the property of one Nemai Kumar Sadhu, which is situated in Mouza: Balidanga and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 05, Pages from 99 to 106 , Being No. 131 for the year 2005.
- T) By virtue of said Deed of Exchange, said Nemai Kumar Sadhu became the absolute owner in respect of the piece and parcel of Sali land measuring about 7672 sq.ft. equivalent to 10 Cottahs, 10 Chittaks and 22 Sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.

- U) After said transfer of 7672 sq.ft. equivalent to 10 Cottahs, 10 Chittacks and 22 sq.ft. Sali land to said Nemaï Kumar Sadhu by said Deed of Exchange said Bimal Kumar Banik, Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta, however, continued to be remain the owner in respect of the remaining area measuring about 9316 Sq.ft. equivalent to 12 Cottahs, 15 Chittaks and 8 Sq.ft. together with the right over the passage situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- V) Said Bimal Kumar Banik, Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta, by virtue of another registered Deed of Conveyance dated **26.07.2004** sold, conveyed and transferred the said piece and parcel of Sali land measuring about 9316 Sq.ft. equivalent to 12 Cottahs, 15 Chittaks and 8 Sq.ft. together with the right over the passage situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 to Nemaï Kumar Sadhu and Sipra Sadhu on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 60, Pages from 178 to 187, Being No. 1491 for the year 2006.
- W) Sabita Ghosh, Tapati Ghosh and Alpana Ghosh by virtue of another registered Deed of Conveyance dated **14.12.1987** sold, conveyed and transferred their 1/3<sup>rd</sup> share measuring about 40 Satak more or less out of the aforesaid property measuring about 1 Acre and 18 Satak to one Indira Banerjee on valuable consideration the said deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 168, Pages from 1 to 7, Being No. 8042 for the year 1987

- X) While seized and possessed of said piece and parcel of Sali land measuring about 40 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 of said Indira Banerjee by virtue of a registered Deed of Exchange dated **23.12.1991** duly exchanged her aforesaid property being a piece and parcel of Sali land measuring about 40 Satak with the property of one Tapan Kumar Banik and Sonali Banik.
- Y) By virtue of said Deed of Exchange, said Tapan Kumar Banik and Sonali Banik became the absolute owner in respect of the said piece and parcel of Sali land measuring about 40 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- Z) While seized and possessed of the same, said Tapan Kumar Banik and Sonali Banik, by virtue of a registered Deed of Conveyance executed in the year 1992 sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs out of said 40 Satak more or less of Sali land to one Rina Bhowmik.
- AA) Said Rina Bhowmik thus became one of the co-sharer in respect of the said property.
- BB) Said Tapan Kumar Banik, Sonali Banik and Rina Bhowmik by virtue of a registered deed of conveyance dated **21.02.2003** sold, conveyed and transferred all that the piece and parcel of Sali Land measuring about 7267 sq.ft. equivalent to 10 Cottahs 1 Chittak and 22 sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 to one Sankar Kumar Sadhu on valuable consideration and the said deed was duly registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 5, Pages from 93 to 98, Being No. 130 for the year 2005.

- CC) By virtue of said registered deed of conveyance, said Sankar Kumar Sadhu became the absolute owner in respect of Sali Land measuring about 7267 sq.ft. equivalent to 10 Cottahs 1 Chittak and 22 sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460
- DD) Said Tapan Kumar Banik and Sonali Banik jointly with said Rina Bhowmik, by virtue of a registered Deed of Exchange dated **26.07.2004** duly exchanged a piece and parcel of Sali land measuring about 10157 Sq.ft. equivalent to 14 Cottahs, 1 Chittak and 32 Sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 with the property of one Sharmila Sadhu, which is situated in Mouza: Nandur and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 103, Pages from 45 to 56, Being No. 2560 for the year 2006.
- EE) Thus by virtue of said Deed of Exchange, said Sharmila Sadhu became the absolute owner in respect of the piece and parcel of Sali land measuring about 10157 sq.ft. equivalent to 14 Cottahs, 1 Chittak and 32 sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, L.R. Dag / Plot No. 460.
- FF) The Parties of the First Part, by virtue of several Deed of Exchanges and also by several Deed of Conveyances, the particulars of which are given below, became the joint Owners in respect of **All That** the piece and parcel of Sali land measuring about 71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft. be the same a little more or less lying, situate and comprised in Dag / Plot No. 460 within L.R. Khatian No. 1968 , 1969 , 1970 , 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, P.S.

Burdwan, District Burdwan (more fully described in the First Schedule hereunder written) hereinafter referred to as the “said property”).

**Particulars :**

Date	Nature of Deed	Name of the Purchaser	Book No.	Vol. No.	Pages	Being No.	Area	%	Year
21.02.03	Sale Deed	Sankar Kr. Sadhu	I	05	93 to 98	130	7267 sq.ft.	14	2005
26.07.04	Sale Deed	Nemai Kr. Sadhu & Sipra Sadhu	I	60	178 to 187	1491	9316 sq.ft.	18 (9+9)	2006
26.07.04	Sale Deed	Swapna Sadhu Banik	I	60	199 to 209	1493	1445 sq.ft.	3	2006
21.02.03	Deed of Exchange	Shyamal Kr. Sadhu	I	205	83 to 92	129	6862 sq.ft.	13	2005
21.02.03	Deed of Exchange	Nemai Kr. Sadhu	I	05	99 to 106	131	7672 sq.ft.	15	2005
26.07.04	Deed of Exchange	Sharmila Sadhu	I	103	45 to 56	2560	10157 sq.ft.	20	2006
26.07.04	Deed of Exchange	Jagadish Kr. Sadhu	I	118	132 to 141	2976	8681 sq.ft.	17	2006
							<b>51,400</b>	<b>100</b>	

GG) The present Owners thus as joint Owners in respect of the above mentioned scheduled property are seized and possessed of the same and mutated their names in the records of L.R. Settlement which are finally framed and published and are entitled to deal with the same.

HH) The present Owners / Parties of the First Part being interested to develop the aforesaid property entered into a registered Development Agreement on

- 3<sup>rd</sup> August, 2012** with the aforesaid Promoter / Party of the Second Part on the terms and conditions as contained therein and the said Agreement was duly registered before the Additional District-Sub Registrar at Burdwan and recorded in Book No. I, C.D. Volume No. 26, Pages from 1690 to 1736, Being No. 06091 for the year 2012.
- II) Subsequent to such registered Development Agreement and during the continuation of progress of development of the aforesaid property, both the Owners and the Promoter / Developer by a Deed of Declaration dated **24<sup>th</sup> July, 2018** rectified some clauses of the said Development Agreement whereby the Manager's allocation in the proposed building, as provided in the said Development Agreement, was deleted and the said Deed of Declaration was duly registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. IV, Volume No. 0203-2018, Pages 5985 to 6005 being No. 020300351 for the year 2018.
- JJ) As per the said registered Development Agreement, it has been agreed between the Owners and the Promoter / Developer that the Promoter / Developer having taken the entire responsibilities for construction of the proposed building after obtaining the conversion certificate from 'Sali' to 'Bastu'(Housing Complex) from the Concerned authorities of Burdwan, West Bengal Fire and Emergency Services clearance, N.O.C. for Construction of proposed building from Burdwan Development Authority and Sanction Plan for construction of the proposed building from Bainkanthapur II , Gram Panchayat.
- KK) It is also agreed between the Parties of the First Part and Party of the Second Part that the Party of the Second part shall be fully authorize to negotiate and sale the respective Apartments, Car Parking and Commercial spaces in Block: I, II and III and Commercial space situated at Ground and First Floor in Block: I to the prospective Allottee(s) and to realize the sales

proceed thereof and for which they will maintain the separate books of accounts.

- LL) As per the said Registered Development Agreement 3<sup>rd</sup> August, 2012 & Supplementary Agreement dated 1<sup>st</sup> February, 2013 as well as Deed of Declaration dated 24<sup>th</sup> July, 2018 it has been agreed between the Owners and the Promoter / Developer that the Promoter / Developer will be entitled to sell the respective Apartments in Block: I, II and III and commercial spaces situated at Ground Floor and First Floor in Block: I including car Parking spaces and two wheeler space in the proposed buildings and instead of allocating the respective demarcated area, the entire Sale proceeds to be realized there from shall be shared between them after deducting 2% towards the brokerage and 2% towards the advertisement and publicity expenses, the remaining sale proceeds thereof will be shared between the Owners and the Promoter / Developer in the ratio 30 : 70 of the sale proceeds and 30% amount shall be paid to the Owners periodically.
- MM) Pursuance to the said Development Agreement, the aforesaid Promoter / Developer for and on behalf of the Owners have duly made the conversion of the aforesaid land in the record of the BLRO and also applied and obtained the sanction plan of 3 (Three) buildings being Block – I, Block – II and Block - III out of which Block – I consist of **Ground + XI** storied Multistoried Building, Block – II consist of **Ground + XI** storied Multistoried Building and Block – III consist of **Ground + IV** storied building on behalf of the Owners.
- NN) The present Allottee(s) being interested to acquire one Apartment had applied vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and accordingly, have been allotted a **Flat No.** ‘\_\_\_\_\_’ on **Block** – ‘\_\_\_’ having an area of \_\_\_\_\_ **Sq.ft.** carpet area corresponding to ..... sq.ft. built up area and ..... sq.ft. super built up area be the same a little more or less situated on the ..... **Floor** consisting of Two Bed rooms, one dining-cum-

drawing, Two bath cum privies, One kitchen and exclusive balcony area of ... sq.ft. be the same a little more or less together with exclusive terrace area of .... Sq.ft. be the same a little more or less together with one **Open / Covered / Frog lifting / Mechanical car parking** space no \_\_\_\_ measuring about \_\_\_\_\_ sq.ft. in the Ground Floor together with undivided impartible variable proportionate share in the land corresponding thereto together with all other common facilities and / or amenities attached to the said property situated in L.R. Dag / Plot No. 460 within L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan, (hereinafter referred to as the said “ Flat / Apartment and Car parking space”) accordingly, the Promoter for self and on behalf of the Owners have agreed to sell, convey and / or transfer the same to the said Allottee(s) at or for a consideration of **Rs. ....../-** (Rupees ..... only) plus Goods and Service Tax (GST) as applicable to be paid by the Allottee(s) in the manner as specified in the Second Schedule (Part – I) free from all encumbrances, charges, liens, attachments, whatsoever.

- OO) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Promoter have given inspection to the Allottee(s) of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter’ Architects and of such other documents as are specified under the Act.
- PP) It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- QQ) The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.



- RR) 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.
- SS) The Allottee(s) have been made aware and have unconditionally agreed that the occupants of other apartments in the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such Common amenities and facilities of the Project which are so intended by the Promoter for use of the other occupants of the said Project.
- TT) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and Promoter hereby agree(s) to transfer their right, title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.
- UU) It has been agreed by the parties that the Association of all the Allottee(s) of all the Buildings in the said Project shall be formed as and when the said Project is completed in its entirety shall own in common all Project Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

VV) The titles of the Owner to the said Property have been examined by the Allottee(s) to their satisfaction and the Allottee(s) agree(s) and covenant(s) not to raise any objection thereto or make any requisition in connection therewith.

WW) The Allottee(s) have also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said Project and have fully satisfied themselves about the validity and all other aspects thereof and agree(s) and covenant(s) not to raise any objection with regard thereto.

The Owners, Promoter and Allottee(s) shall hereinbefore collectively be referred to as the “parties” and individually as a “party”.

**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:**

1.2.1 The Total Price for the Apartment based on the Carpet Area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (“Total Price”)

<b><i>HEAD</i></b>	<b><i>PRICE/SQUARE-FEET</i></b>
<i>(i) Apartment No.</i>	. . . . .
<i>(ii) Block No.</i>	. . . . .
<i>(iii) Floor</i>	. . . . .

(iv) <i>Apartment Type</i>	.....
(v) <i>Base Price</i>	Rs. ....
(vi) <i>Preferential Location Charges/ Floor Rise Charges (as applicable)</i>	Rs. ....
(vi) <i>Cost of Apartment</i>	Rs. ....
(vii) <i>Cost of Exclusive Balcony</i>	Rs. ....
(viii) <i>Cost of Open Terrace Area</i>	Rs. ....
(ix) <i>Pro rata cost of Common Area</i>	Rs. ....
(x) <b>Total cost of Apartment:</b>	Rs. ....
(xi) <i>Covered(Ground floor)Parking- Dependent / Independent/ Mechanical</i>	Rs. ....
( xii) <i>Open (Ground floor)Parking Dependent / Independent/ Mechanical</i>	Rs. ....
(xiii) <b>Total cost of Apartment with Car Parking</b>	Rs. ....
(xiv) <i>Goods &amp; Service Tax</i>	<b>Rs.</b> ....
<b>Total Price:</b>	<b>Rs.</b> ....

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the said Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax 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) up to the date of handing over the possession of the said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) 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 scheduled date of completion of the said 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(s).

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as 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 Total Price of Apartment includes recovery of price of land, cost of construction not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, lift, water line and plumbing, finishing with paint the exterior of the towers, vitrified/ceramic tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and other charges as mentioned in Clause 1.2.2 above and includes cost for

providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per specification.

(v) In addition to the Total Price aforesaid, the Allottee(s) shall, before the Date of Possession / Deemed Possession also pay the following amounts to be termed as ‘**Extras and Deposits**’. The Allottee(s) shall make the payment of Extras and Deposits as per the **Sixth Schedule** hereunder written.

a) Legal Documentation Charges will be Rs. ....../- (Rupees ..... ) only of the said Apartment (plus applicable GST), out of which one-half shall be paid by the Allottee(s) to the Promoter at or before the execution hereof and the balance one-half on or before the Date of Possession / Deemed Possession or the date of execution of the deed of conveyance in respect of the said Apartment, whichever be earlier; For the preparation of the nomination agreement the legal fees to be paid @ Rs. ....../- per apartment plus GST and such fees will be applicable for all subsequent nomination of this agreement in respect of the said Apartment.

b) Transformer / H.T. Line Charges (non-refundable) – @ Rs...../- per sq.ft. of the carpet area of ..... sq.ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the building + GST. If there is any excess cost incurred by promoter at the time of execution, the same shall be payable on proportionate basis;

- c) Generator Charges (non-refundable) - @ Rs ...../- per KVA (Rupees ..... ) only + GST. Subject to maximum of 1 KVA for 2 BHK flat and 1.25 KVA for 3 BHK flat ;
  - d) Sinking Fund-Rs...../- (Rupees ..... only) per sq.ft. of the carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the building and on account of a fund to be created for the capital expenditure of the Complex;
  - e) Advance Maintenance Charges (non-refundable) - @ Rs...../- (Rupees ..... ) only per sqft. of the carpet area, exclusive balcony area and open terrace as applicable of the said Apartment/Apartment + GST;
  - f) Formation of Maintenance Company/ Association (non-refundable) – @ Rs. ....../-+ GST;
  - g) The Allottee(s) will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable Stamp duty / fees and Registration charges / fees on execution and registration of this agreement and of the sale deed and other documents to be executed and /or registered in pursuance hereof and also all the statutory charges payable therefore including the charges of the copywriter for copying such documents and expenses incidental to registration.
  - h) The Allottee(s) shall pay the deposit to **W.B.S.E.D.C.L** directly on account of Individual Meter.
- 1.2. If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the

Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this agreement and the amount thereof shall be treated as outstanding.

1.3 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, costs / charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee(s), 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(s).

(i) If prior to execution of the conveyance, the Allottee(s) nominates his / her / their provisionally allotted apartment unto and in favour of any other person or persons in his / her / their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to

payment of nomination charges @ 1% on total consideration + GST on Nomination.

- (ii) The Allottee(s) agree and understand that all the standard fitting, interiors, furniture, kitchenettes and fixtures and dimension if provided in the show / model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee(s) shall not be entitled to raise any claim for such variation.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Fifth Schedule** hereto (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter and that shall be binding upon the Allottee(s). 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.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without prior 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 in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee(s) for extra charges, if any, as may be applicable for such addition- alteration.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after construction of the building is complete and the completion certificate or such other certificate is granted by the competent authority or authorities, by furnishing details of the changes, if any, in the carpet area. Accordingly, the total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter and if there is reduction in the carpet area then the Promoter shall refund the difference of money to the Allottee(s) within Thirty (30) days with interest at the rate as prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). Similarly, if thereby any increase in the carpet area of the said apartment allotted to the Allottee(s), the Promoter shall demand such excess payment from the Allottee(s) to be paid within Thirty (30) days from the date thereof and in case of any delay of such payment, the same will carry interest at the rate as prescribed in the Rules from the date of demand of such excess amount.
- 1.8 The rights of the Allottee(s) are limited to ownership of the said Apartment and the Allottee(s) hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee(s) shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment; the Allottee(s) hereby accept the same.
- 1.10 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) 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 right to use the undivided pro rata share in the Common Areas of the said Project transferred to the Association of Allottee(s) as per applicable laws. Since the share / interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottee(s) subject to its formation after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee(s) to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
  
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint the exterior of the Buildings, Vitrified / Ceramic tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

- (iv) The Allottee(s) has / have the right to visit the said Project site to assess the extent of development of the said Project and his / her / their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site.
- (v) The Promoter shall not entertain any requests for modification in the external facade of the Buildings and common areas including common facilities and amenities. Provided, however, any modification in inside of the said Apartment may entertained by the Promoter subject to approval of the local **Competent Authority**.

1.11 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with the ..... covered / open / Frog lifting / Mechanical car parking space if any, 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 land comprised in the said Premises and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee(s) of the said Project.

1.12 The Promoter agrees to pay all outgoings 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 (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its 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 said Project). If the Promoter fails to pay all or any of the

outgoings collected by it from the Allottee(s) or any liability, its 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 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.

- 1.13 Out of the Booking Amount, the Allottee(s) has / have paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as application money (“**Application Money**”) at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledge. On or before the **Effective Date** (the date of execution of this agreement) the Allottee(s) has / have paid the balance Booking Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Booking Amount forms part of the Total Price and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan [**Fifth Schedule**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delay in payment towards any amount which is payable, he / she / their shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum.

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

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the

stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of “**M/S. DEEWAKAR HEIGHTS PVT. LTD.**” payable at Kolkata. Time shall be the essence of the contract in this regard.

- 2.2. That at or before execution of this Agreement the Allottee (s) paid to the Promoter a sum of **Rs. ....**/- (Rupees ..... only) plus GST as and by way of earnest money and / or part consideration money towards the price of the said self contained apartment and one open/covered/Frog lifting/Mechanical car parking space, which the Promoter doth hereby acknowledge to have received as per the memo given below and the balance consideration money should be paid by the Allottee(s) in the manner as specified in the Fifth Schedule hereunder written.

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

- 3.1 The Allottee(s), 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, 1934 and the Rules and Regulations made there under or any statutory amendments / 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 their 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his / her / their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he / she / they may 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 accept no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee(s) authorize(s) the Promoter to adjust appropriate all payments made by him / her / them under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment if any, in his / her / their name and the Allottee(s) undertake(s) not to object /

demand / direct the Promoter to adjust such payments in any other manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, subject to the same being formed and registered.

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

The Allottee(s) has / have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities 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 which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation / alteration / modification in such plans, other than as agreed upon or in the manner provided under applicable laws, 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 said Apartment** - The Promoter agrees and understand that timely delivery of possession of the said Apartment to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assure to hand over possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in place on **31.03.2019** with a grace period of 6 months 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 or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (“**Force Majeure**”).

If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said 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) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount {less any taxes collected from the Allottee(s)} received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that they / he / she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be



released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of occupancy certificate / completion certificate (**Possession Date**).

Provided that, in the absence of local law and subject to the Allottee(s) complying with his / her / their obligations hereunder, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate subject to the Allottee(s) making payment on account of stamp duty, registration fee etc..

**Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee(s) nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee(s) makes payment of all amounts as mentioned in 1.2.1, and 1.2.2 agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has / have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee (s) to be

observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / Association of Allottee(s), as the case may be after the issuance of the Occupancy certificate / Completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate / completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate / completion certificate to the Association after formation of the Association.

The Land Owners herein shall jointly execute the sale deed in respect of the said apartment and undivided impartible variable proportionate share in the land in favour of the Allottee(s) simultaneously with the delivery of the said apartment but in any event, within 3 (three) month from the date of completion of the proposed buildings and/ or from the date of obtaining Certificate and / or Occupancy Certificate from the concerned authorities.

- 7.3 Failure of Allottee(s) to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, 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) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from

such date as notified in the Possession Notice from such date as notified in the Possession Notice. (**Deemed Possession**).

It is understood by the Allottee(s) that even if the Allottee(s) fail(s) to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee(s) shall be deemed to have taken possession on the [15<sup>th</sup>] day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee(s) take(s) physical possession of the Apartment, will be deemed to be the possession date (**“Possession Date”**).

On and from the Possession Date and Deemed Possession:

- (i) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date and Deemed Possession;
- (ii) The Allottee(s), however, at the time of taking possession of the aforesaid apartment shall pay the maintenance charges for 12 months in advance calculated @ **Rs. ..../-** (Rupees ..... only) per Sq. ft. plus GST **on the super built up area / on the carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... Floor of the building + GST** except D.G. Set fuel cost. The Allottee(s) will also pay **Rs. ..../-** (Rupees ..... only) per sq.ft. plus GST as applicable on saleable area of the apartment as sinking fund to the Promoter, which will be transferred to Association of the building at the time of handing over the same to the Association after deducting expenses, if any.
- (iii) All taxes, deposits and other levies / charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the

Allottee(s) proportionate to his / her / their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee(s), with effect from the Possession Date and Deemed Possession.

- (iv) All other expenses necessary and incidental to the management and maintenance of the Project.

**7.4 Possession by the Allottee(s)** – After obtaining the occupancy certificate / completion certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee(s) on its formation and registration 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 Allottee(s) or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate subject to formation and registration of the association.

**7.5 Cancellation by Allottee(s)**— The Allottee(s) shall have the right to cancel / withdraw his / her / their allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the amount as mentioned and defined in Clause A (1) herein above 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 45 days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee(s) in case of any loss caused to him / her / their due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws 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 its business as a Promoter 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(s), in case the Allottee(s) wishe(s) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided that where the Allottee(s) do(es) not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest rate 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(s) 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(s) as follows:

- (i) The Owners have absolute, clear and marketable title in respect of the aforesaid property and the Promoter has got the requisite rights for development of the aforesaid property and absolute, actual, physical and legal possession of the said Property for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Property or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Property / Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Premises, Building and apartment and the 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 be prejudicially affected;
- (vii) The Promoter has not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment 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 to the Allottee(s) and the Common Amenities & Facilities of the said Project to the association of Allottee(s) or the competent authority, as the case may be after the completion of the entire project.
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the said 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 of the said Project has been issued and possession of

apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of Allottee(s) 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 ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter in respect of the said Property and / or the said 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 said Apartment to the Allottee(s) within the time period specified in para 7.1 or fail(s) to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said 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 either 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 there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stop 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) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter, at its own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided that where an Allottee(s) do not intend to withdraw from the said Project or terminate the Agreement, he / she / they shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee(s) fail to make any of the payments within the due dates 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 of the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum from the date of default till actual payment is made;
- (ii) In case of default by Allottee(s) 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 said Apartment in favour of the Allottee(s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee(s) shall, subject to Clause 7.5 above, be returned by the Promoter to the Allottee(s) within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of Total Price of the Apartment as per Clause 1.2.1 of this Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas of the Project within 3 months from the date of issuance of the occupancy certificate and / or the completion certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fail(s) to deposit the stamp duty and / or registration charges and / or other costs within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his / her / their favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- i) The Promoter shall be responsible to provide and maintain essential services in the aforesaid Project till taking over of the maintenance of the said Project by the Association to be formed by the Allottee(s) and registration upon the issuance of the completion certificate of the aforesaid Project. The cost of such maintenance **for one year has** been excluded in the Total Price of the Apartment on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate issued by Baikanthapur II Gram Panchayat and at the time of

handing over the maintenance to the said Association any excess amount remain with the Promoter shall be handed over to the said Association. Similarly, if any amount is found to be shortfall in such case the Allottee(s) shall be liable to pay the same to the Promoter.

- ii) In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actual.
- iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- iv) The Promoter shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and

staircases, AMC's 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.

- vi) The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottee(s) are bound to follow the same.
- vi) After the Common Areas 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.
- vii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").
- viii) The Allottee(s) will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.
- ix) The Promoter shall at an appropriate time **within a maximum period of 30 days** from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee(s) (as also to all other Allottee(s) of other apartments of Project) in accordance with applicable laws so as to enable them to constitute / form such Association.
- x) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and / or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be

contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee(s) agree(s) to abide by the same.

- xi) The Allottee(s) have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said Apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.
- xii) The Allottee(s), however, agreed that at the time of taking possession of the aforesaid Apartment shall also pay a sum of **Rs...../- (Rupees ..... only) per Sq. ft. plus GST (as applicable) on the basis of Flat Type on account of providing facilities for Amenities / Club charges. the saleable area on account of providing facilities for Recreation Center Charges and also a sum of Rs...../- (Rupees ..... only) per sq.ft. plus GST (as applicable) as extra development charges, which includes Water Filtration Plant, Landscape Greenery, Shiv Mandir, CCTV Surveillance, Rain Water Harvesting, etc.**
- xiii) Allottee(s) hereby agreed and accord their consent in favour of the Promoter for applying and obtaining a sanction from the Appropriate Authority for installation of Frog lifting/Mechanical car parking in the ground floor of the proposed building at the cost and expenses of the Promoter.

## 12. DEFECT LIABILITY:

12.1 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(s) from the date of handing over possession, save those as mentioned in clause 12.2 below, 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(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

12.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take

responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Allottee(s) after taking actual physical possession of the Apartment, executes interior decoration work including any addition and / or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his / her / their agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and / or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and / or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.



viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

12.3 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter and further provided that the same has not been caused and / or occasioned directly and / or indirectly, by / due to any act of commission and / or omission of any act, deed or thing of / by the Allottee(s) and / or of / by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. And further provided that no steps have been / or taken by the Promoter of his / her / their / its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

12.4 Where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done / renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter / Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the

Common project amenities and facilities wherever applicable. The Allottee(s) have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup>C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

12.5 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter / facility maintenance agency / association of Allottee(s) shall have the right of unrestricted access of all Common Areas, garages / covered parking , open parking and Frog Lifting / Mechanical Parking spaces for providing necessary maintenance services and the Allottee(s) agree(s) to permit the Association of Allottee(s) and / or maintenance agency to enter into the Apartment or any part thereof, after due notice

and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

**Use of basement and service areas:**

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

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his / her / their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the 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.

- 15.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he / she / they would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the said Project, Buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or Verandah / Balcony paints or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Apartment.
- 15.3 The Allottee(s) shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter(s) and thereafter the association of Allottee(s) and / or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee(s) (as also other Apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

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

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

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

After the Promoter execute(s) this Agreement they shall not mortgage or create a charge on the said 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(s) who has / have taken or agreed to take such Apartment.

However, for obtaining financial assistance and / or loans from Banks, Financial Institutions and other lenders, the Promoter may already have created mortgage and / or charge on the said Property and shall be at liberty to create further mortgages and / or charges in respect of the said Property or any part thereof and the Allottee(s) hereby consent(s) to the same

**Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assure(s) to have the said Apartment released from any such mortgage and / or charge, if any, with intent that the Allottee(s), subject to his / her / their making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.

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19. **APARTMENT OWNERSHIP ACT:**

The Promoter has / have assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws / regulations as applicable in West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter do(es) not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) 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(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 7 (Seven) days from the date of its receipt by the Allottee(s) and / or appear before the concerned authorities 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), the application of the Allottee(s) 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.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. **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, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE(S):**

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 said Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said Apartment, in case of a transfer, as the said

obligations will go along with the said Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its / their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) 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 Allottee(s).

24.2 Failure on the 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.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has / have to make any payment, in common with other Allottee(s) in the said 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 said Project.

27. **FURTHER ASSURANCES:**

All 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.

28. **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' office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in **Burdwan and / or Kolkata** after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Burdwan / R.A. Kolkata.

Hence this Agreement shall be deemed to have been executed at Burdwan / Kolkata.

**29. NOTICES:**

All notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by registered post at their respective addresses specified below:

..... (Name of Allottee(s))

..... (Allottee Address(s))

.....

It shall be the duty of the Allottee(s) 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(s), as the case may be.

**30. JOINT ALLOTTEE(S):**

That in case there are joint Allottee(s) all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him / her / them which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said 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(s) under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

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 there under including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Burdwan / Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

34. **JURISDICTION:**

Only the Courts of Burdwan / Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

35. **MISCELLANEOUS**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottee(s) to be respectively paid, observed and performed, as the case may be.

35.1 The Allottee(s) prior to execution of the Deed of Conveyance nominates his / her / their provisionally allotted said Apartment unto and in favor of any other person or persons in his / her / their place and stead, the Allottee(s) may do so subject to payment of the sum mentioned in Clause 1.3.i. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee(s) because of higher market valuation as per the registration authorities on the date of nomination and / or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee(s) paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee(s) on or before nomination.

However, the Allottee(s) shall be entitled to transfer or assign the benefits / rights of the Allottee(s) under this Agreement or nominate any person including a person who already has purchased an Apartment in the said Project or his / her / their spouse or minor children.

The Allottee(s) admit(s) and accept(s) that before the execution and registration of conveyance deed of the said Apartment, the Allottee(s) will be entitled to nominate, assign and / or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the

nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

**Allottee to Make Due Payments:**

The Allottee(s) shall make payment of all dues, including any interest for delay to the Promoter in terms of this Agreement up to the time of nomination.

**Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

- 35.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show / model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II** of the **Second Schedule** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.
- 35.3 In the event of the Allottee(s) obtaining any financial assistance and / or housing loan from any bank / financial institution, the Promoter shall act in accordance with the instructions of the bank / financial institution in terms of the Agreement between the Allottee(s) and the

Bank / financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter shall assume any liability and / or responsibility for any loan and / or financial assistance which may be obtained by the Allottee(s) from such bank / Financial Institution.

- 35.4 In case payment is made by any third party on behalf of Allottee(s), the Promoter will not be responsible towards any third party making such payment / remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and / or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee(s) only.
- 35.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II of the Second Schedule**.
- 35.6 The Possession Date has been accepted by the Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his / her / their / its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) is / are linked inter alia to the progress of construction and the same is not a time linked plan.

- 35.7 The right of the Allottee(s) shall remain restricted to his / her / their respective Apartment and the properties appurtenant thereto and the Allottee(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and / or any other portions of the said Project.
- 35.8 If due to any act, default or omission on the part of the Allottee(s), the Promoter is / are restrained from construction of the said Project and / or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoters such other rights the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 35.9 The Promoter will not entertain any request for modification in the internal layouts of the Apartment of the Building. In case the Allottee(s) desire (with prior written permission of the Promoter) to install some different fittings / floorings on his / her / their own within the said Apartment, he / she / they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee(s) have made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee(s) access to the Apartment prior to the Possession Date for the purpose of interior decoration and / or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be

withdrawn by the Promoter at any time without assigning any reasons.

35.10 The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the Promoter. **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and **mortgage** and / or deal with the said Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

35.11 The cost of such maintenance will be paid / borne by the Allottee(s) from the date of obtaining Completion Certificate / Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottee(s) and thereafter to the Association of Allottee(s). Maintenance Expenses shall mean and include all the following expenses for the maintenance, management, upkeep and administration of the Common Areas and Common Amenities and Facilities, Installations and for rendition of services in common to the Allottee(s) and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee(s) of the said Project including those mentioned in **Fourth Schedule** hereunder written.

- Establishment and all other capital and operational expenses of the Association.



- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the firefighting equipment and personnel, if any.
- All expenses for insuring the New Building and / or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Panchayat tax, Khajna, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee(s).

- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

35.12 That Allottee(s) shall not have and /or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank / Stair Head Room of the newly constructed buildings in the said Project and the Promoter shall have exclusive right over the same to install Hoardings / Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority / authorities for the same.

35.13 That on and from the date of possession and the deemed possession of the said Apartment, the Allottee(s) shall:

- a. Co-operate in the management and maintenance of the said Project.

- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottee(s), after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.
- d. The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).
- e) The Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee(s) shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter / Association of Allottee(s) as the case may be, shall be entitled to take the

following measures and the Allottee(s) hereby consent(s) to the same:

- i) to discontinue the supply of electricity to the “Said Apartment”.
  - ii) to disconnect the water supply.
  - iii) not to allow the usage of lifts, either by Allottee(s), their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up
  - v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee(s) and his / her / their family members / guests.
- f. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee(s) has / have made payment of all the due together with interest accrued at the aforesaid rate, including all costs , charges and expenses incurred till then by the Promoter / Association of Allottee(s) to realize the due amount from the Allottee(s).
- g. The Allottee(s) shall use the said Apartment for residential purpose only.
- h. The Allottee(s) shall use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.

- i. The Allottee(s) shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j. The Allottee(s) shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and / or the adjoining building/s.
- k. The Allottee(s) shall not place or cause to be placed any article or object in the common area.
- l. The Allottee(s) shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- m. The Allottee(s) shall not park any vehicle 2 / 4 wheeler, in the said Project, unless the facility to park the same is obtained and / or acquired by Allottee(s).
- n. The Allottee(s) shall not make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project and shall not change the location and / or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony /verandah, which is part of the outside colour scheme of the Building / elevation, duly approved and finalized by the Architect of the said Project.

- o. The Allottee(s) shall not slaughter or permit to be slaughtered any animal and /or bird nor do any act and / or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.
- p. The Allottee(s) shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and /or any other Apartment in the said Project.
- q. The Allottee(s) shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Allottee(s) differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association of Allottee(s) may affect the elevation in respect of the exterior walls of the said Project.
- r. The Allottee(s) shall not use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing

Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grided wall / enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- s. The Allottee(s) shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of his / her / their own car / cars.
- t. The Allottee(s) shall not let out or part with possession of the Car / Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- u. The Allottee(s) shall not encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee(s).
- v. The Allottee(s) shall use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the said Project. Although the

Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings / religious festivals, or any ceremonial rite that require lighting up of a fire / spraying of color / sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered / enclosed area of the said Project for sprinkling or spraying of colour and paints / lighting up of fire / sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association of Allottee(s) as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Allottee(s).

- w. The Allottee(s) shall strictly follow and adhere, to the rules and regulations and / or terms and conditions as may be decided by the Promoter and / or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter / Association of Allottee(s) from time to time.
- x. The Allottee(s) shall ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or



renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).

y. The Allottee(s) shall also ensure the following:

**No Air Conditioning without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the outdoor units of split / high wall air conditioners.

**No Collapsible Gate:**

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

**No Grills:**

Not to install any grill on the balcony or verandah or Windows.

**No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

**No Change of Name:**

Not to change / alter / modify the name of the Building from that mentioned in this Agreement.

**No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

**No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

**No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

**No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

**No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

**No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

**No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

**No Trespassing:**

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

**No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

**No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies / terraces (if any) of the said Apartment.

**Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

**Use of Common Toilets:**

Ensure that the domestic help / service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

**Use of Spittoons/Dustbins:**

Use the spittoons/dustbins located at various places in the Project.

**35.14 ELECTRICITY SUPPLY:**

In case **WBSEDCL** decides not to provide individual meters to the Buildings and makes provision for a High Tension Supply or Bulk Supply, the Promoters shall provide individual sub-meters to the Allottee(s) upon payment by them of the proportionate security deposit payable to **WBSEDCL** / any other electricity supply agency for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by **WBSEDCL** / any other electricity supply agency from time to time and all Allottee(s) shall, at all times, be liable to proportionately pay such revision / replenishment to **WBSEDCL** / any other electricity supply agency, as per the norms of **WBSEDCL** Ltd. / any other electricity supply agency. In such a case the Allottee(s) may be

required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

**35.15 ADDITIONAL WORK AND FACILITY:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee(s) or the said Apartment, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.

**35.16 ADDITIONAL TAXES, LEVIES AND OUTGOINGS:** If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoings and / or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.

**35.17 PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:**

The Allottee(s) agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee(s) has / have paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and / or

performed all the covenants, undertakings and obligations required to be complied with and / or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

### **36. COVENANTS:**

#### **36.1 ALLOTTEE'S COVENANTS:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

##### **36.1.1 ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

##### **36.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:**

The Allottee(s) shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of BL&LRO and Baikanthapur II Gram Panchayat or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter / Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that the Allottee(s) shall not claim any deduction or abatement in the aforesaid bills.

36.1.3 The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the Promoter is restrained from construction of the Building and / or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs

claims demands actions and proceedings suffered or incurred by the Promoter .

36.1.4 The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has / have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his / her / their obligations and covenants herein contained.

#### **36.1.5 DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

#### **36.1.6 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:**



All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

36.2 The Allottee(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

36.3 **INDEMNITY:**

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and / or the Association (upon formation) relating to the said Building / Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and / or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

**37. PROMOTER'S COVENANTS:**

The Promoter covenant(s) with the Allottee and admits and accepts that:

**37.1 NO CREATION OF ENCUMBRANCE:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee(s) in respect of the said Apartment, subject to the Allottee(s) fulfilling all terms, conditions and obligations of this Agreement.

**37.2 DOCUMENTATION FOR LOAN:**

The Promoter shall provide to the Allottee(s) all available documents so that the Allottee(s) may get loan from banks and financial institutions, if required by the Allottee(s).

**38. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee(s) agree(s) to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

**39. HOUSE RULES:**

(1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.

(2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the new building.

(3) No Allottee(s) shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the Apartment if the same shall disturb or annoy other occupants of the building. No Allottee(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

(4) Each Owner shall keep his / her / their Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies / Verandahs thereof any dirt or other substances.

(5) No article shall be allowed to be placed in the halls or on the staircase landings or fire buildings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.

(6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter.

(7) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

**(8)** Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose Apartment it shall have been caused.

**(9)** No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the new building unless accompanied.

**(10)** Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Maintenance-In-Charge of the new building may direct.

**(11)** No vehicle belonging to a Allotee(s) or to a member of the family or guest, tenant or employee of a Allotee(s) shall be parked in the open space or on the pathway or except the space allotted to him / her / it /them or in such manner as to impede or prevent ready access to the entrance of the new building by another vehicle.

**(12)** The Allotee(s)/s is / are not to fix any antenna, equipment or any gadget on the roof or terrace of the new building or in any window or the exterior of the new building excepting that the Allotee(s)/s shall be entitled to avail of the cable connection facilities provided to all.

**(13)** After purchase the Allotee(s)/s shall get his / her / its / their Apartment mutated. In case of default by the Allotee(s)/s, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the

Allottee(s)'s subject to the Allottee(s)'s/ Allottee(s)'s' bearing and paying all costs, charges and expenses including professional fees.

(14) The access to the ultimate roof in common with others shall be permissible , BUT not to use the common areas and installations including the roof of the said new building for holding any cultural / social / functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(15) These house rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association of the Allottee(s).

#### **FIRST SCHEDULE AS REFERRED TO ABOVE**

##### **(SAID PROPERTY)**

**ALL THAT** the piece and parcel of Bastu land measuring about **71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft.** be the same little more or less lying, situate and comprised in L.R. Dag / Plot No. 460 within L.R. Khatian No:- 1968, 1969 , 1970 , 2139 , 2150 , 2286 and 2287 within Mouza; Kanainutshal, J.L. No. 76, and also known as Ghordour Chatti ,G.T.Road , P.O: Sripally , P.S. Burdwan, District : Burdwan, Pin Code : 713 103, West Bengal and butted and bounded as under :

ON THE NORTH : By Dag / Plot No. 456 and Mouza: Alisha

ON THE SOUTH : By G.T. Road

ON THE EAST : By Mouza: Alisha

ON THE WEST : By Dag / Plot No. 459

#### **THE SECOND SCHEDULE ABOVE REFERRED TO:**

**Part-I**  
**(Said Apartment)**

**ALL THAT** the Apartment No.....containing a carpet area of .....sq. ft. be the same a little more or less consisting of ..... Bed rooms, One dining-cum-drawing, ..... bath cum privies, One kitchen exclusive balcony area of ... sq.ft. be the same a little more or less, exclusive terrace area of .... Sq.ft. be the same a little more or less situated on the ..... **Floor** together with one Open / Covered/ Frog Lifting / Mechanical **car parking** space no. \_\_\_ on the Ground floor at the abovementioned property situated in R.S. / L.R. Dag / Plot No. 460 within L.R. Khatian No:- 1968, 1969 , 1970 , 2139 , 2150 , 2286 and 2287 within Mouza : Kanainutshal, J.L. No. 76, and also known as Ghordour Chatti ,G.T.Road , P.O:Sripally , P.S. Burdwan, District : Burdwan, Pin Code : 713 103, West Bengal along with proportionate right of common facilities , utilities , benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

**Part-II**  
**(SPECIFICATIONS)**

<b>A) STRUCTURE</b>	
Foundation	: RCC Substructure on Piles
Super Structure	: RCC framed structure with ductile detailing
Walls	: Fly Ash / Red Clay Brick.
<b>B) WALL FINISHING</b>	
Exterior Finish	: Combination of cladding and high quality water proof / textured paint.
Interior Finish	: Plaster of Paris on walls & Ceiling.
Toilets	: Ceramic Tiles dado up to door height.
Kitchen	: Ceramic Tiles dado up to 2 feet above counter

<b>C) FLOORING</b>	
Master Bedroom	: Laminated Wooden Flooring.
Bedroom	: Vitrified Tiles.
Living and Dining	: Vitrified Tiles.
Kitchen	: Anti skid Ceramic Tiles.
Toilets	: Anti skid Ceramic Tiles.
Floor lobby	: Vitrified Tiles.
Entrance lobby at Ground	: Vitrified Tiles.
Staircase	: Marble / Ceramic Tiles.
<b>D) OTHER FINISHES</b>	
Kitchen Counter	: Granite Counter top with honed edges and stainless steel sink.
<b>E) DOORS AND WINDOWS</b>	
Main Door	: Solid Wood panel with Frame, polished on both sides with lock and night latch and eye piece.
Internal Door	: Solid Core flush Door (Bare) with Mortice Lock.
Windows	: Fully glazed anodized sliding windows and Louvers with glass panels.
<b>F) ELECTRIC</b>	
A.C. Power Outlet	: In master bedroom and one other bedroom.
Geyser Power outlet	: All toilets.
Exhaust Fan outlet	: Kitchen and all toilets with cutout in window and Louvers.
Ceiling fan Outlet	: Electrical outlet and ceiling hook in all Bedrooms and living & dining.
Power Socket – 16 amps	: 1 (One) no. for Washing Machine.
Power Socket -6/ 16 Amps	: 2 (Two) nos. for Microwave & Refrigerator.
Power Socket – 6 Amps	: 2(Two) nos. in Kitchen (Aqua guard & Kitchen hood)
Call / Door Bell	: Switch at Main door entrance.

Wiring	:	Concealed copper wiring with MCB and D.B.
Switches and other control Devices	:	Modular of reputed brand.
Light Points	:	2(Two) Light points in each Bedroom, 4(Four) Light points in Living and Dining, (One) Light point in Kitchen and 2( Two) Light point in each toilet.
T.V. Points	:	1(One) in Living room & 1(One) in Master Bedroom.
<b>G) COMMUNICATION</b>		
Telephone	:	1(One)Telephone outlet in Living room and 1(One) in Master Bedroom.
Broadband	:	Provision without wire in Living room.
<b>H) PLUMBING</b>		
Kitchen	:	Provision for Water purifier.
Kitchen Sink	:	Water Outlet.
Toilets	:	Hot and Cold Water outlet.
Wash Basin	:	Hot and Cold Water outlet.
Sanitary ware	:	Jaquar Continental / Equivalent make.
Wash Basin & Water Closet	:	Hindware / Parryware / Equivalent make.
<b>I) LIFTS</b>		
	:	Otis/Kone/Johnson
<b>J) LIGHTING</b>		
Compound Lighting	:	Overhead illumination and wall lighting
Lift Lobbies	:	Lighting to match décor
Staircases	:	Lighting as required

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS)**

**PART - I**



1. The entire land for the project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air – conditioning and incinerating, system for water conservation and renewable energy;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
7. Drains and sewers from the building or buildings to Sewerage Treatment Plant and from Sewerage Treatment Plant to Panchayat / Municipality / Local Authorities drain;
8. Electrical installations and main switches and meters;
9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls which are not shared by the apartment);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

**PART - II**

**(COMMON AMENITIES AND FACILITIES)**

1. High Security with CCTV and Intercom facilities
2. Elevator Facility, Community Hall with Pantry, Swimming Pool with changing rooms, Indoor Games Room , Gym , Yoga and others.
3. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
4. Elevator of reputed manufacturer with lift shafts and lift room.
5. Staircases and landings with Ceramic Tiles / Black or Kota Stone flooring having Aluminum windows / Top hung with glass panes.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchasers or used by him / her / their in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator , light fittings etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman, Gardener etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN CHARGE**: Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.
5. **TAXES**: Panchayat and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and / or other periodic expenses.
9. **OTHER**: All other expenses and / or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PAYMENT PLAN**

The Total Price shall be paid by the Allottee(s) in the following manner:

1.	On Application / Booking	:	Rs. 1 lac + G.S.T.
2.	On Allotment Letter (within 15 days of application / booking)	:	10% of the total consideration after deducting Rs.1lac received on application + G.S.T.
3.	On Agreement (within 30 days of application / booking)	:	10% of the total consideration + G.S.T.
4.	On Completion of Piling	:	10% of the total consideration + G.S.T.
5.	On Completion of 1st Floor casting	:	10% of the total consideration + G.S.T.
6.	On Completion of 3rd Floor Casting	:	10 % of the total consideration + G.S.T.
7.	On Completion of 5th Floor Casting	:	10 % of the total consideration + G.S.T.
8.	On Completion of 7th Floor Casting	:	10 % of the total consideration + G.S.T.
9.	On Completion of 9th Floor Casting	:	10 % of the total consideration + G.S.T.
10.	On Completion of Roof Casting	:	10 % of the total consideration + G.S.T.
11.	On Completion of the Flooring of the Apartment	:	5 % of the total consideration + G.S.T.
12.	On Possession of the Apartment.	:	5 % of the total consideration + G.S.T.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**PAYMENT PLAN**

Extras and Deposits shall be paid by the Allottee(s) in the following manner:

Sl.No.	Total Price	Amount to be paid (in rupees)
1.	On Allotment Letter (within 15 days of application / booking)	50% Legal Fees + GST
2.	On Completion of Roof Casting	Transformer / H.T. Line Charges at actuals + GST
3.	On Completion of Flooring of Unit	Generator Charges + GST
4.	On Possession of the Unit	50% of Legal Fees + Amenities/Club

		Charges + Common Area Maintenance Charges + Sinking Fund + GST
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**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED VENDORS /  
OWNERS:

Signature \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED VENDORS /  
OWNERS:

Signature \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE  
WITHIN NAMED PROMOTER:

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE  
WITHIN NAMED ALLOTTEE(S) :

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

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

WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs.....(.....)  
including GST from the above named Alottee(s) as and by way of earnest money  
and / or part consideration money towards undivided impartible variable  
proportionate share in the land and for cost of construction of the said Apartment as  
per the memo given below :

SL. NO	DATE	MODE OF PAYMENT	BANK	TOTAL AMOUNT (Rs.)	G.S.T	TOTAL PRICE AMOUNT( Rs)

**WITNESSES:**

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

( PROMOTER)

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs.....(.....)  
including GST from the above named Alottee(s) as and by way of earnest money  
and / or part consideration money towards undivided impartible variable  
proportionate share in the land and for cost of construction of the said Apartment as  
per the memo given below :

SL. NO	DATE	MODE OF PAYMENT	BANK	TOTAL AMOUNT (Rs.)	G.S.T	CONSIDERATION AMOUNT( Rs)

**WITNESSES:**

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_



2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

**( PROMOTER)**

FILE : E:\FSA\Ranbir Singh\Burdwan\  
Arabindo Sadhu (1489)

\*\*\*\*\*

DATED THIS DAY OF 2018

\*\*\*\*\*

BETWEEN

**SRI SANKAR KUMAR SADHU & ORS.**

... **OWNERS**

**AND**

**M/S. DEEWAKAR HEIGHTS PVT. LTD.**

... **PROMOTER**

**AND**

**SRI ..... & ANR.**

**.. ALLOTTEE(S)**

### **SALE AGREEMENT**

**RE: Flat Sale in respect of property situated  
at L.R. Dag / Plot No. 460 within Mouza:-  
Kanainutshal, J.L. No. 76, P.S.& District -  
Burdwan.**

MR. N.N. CHAKRABORTY  
ADVOCATE  
84/1, BELTALA ROAD  
KOLKATA – 700 026.

M/41218/81218

**K) WATER SUPPLY:**

Water supply from Boring Water (if sanctioned) to Underground reservoir and Underground reservoir to Overhead reservoir through Water Treatment Plant to the respective flats and / or Municipal Water.

**L) EXTRA CHARGES:**

The Party of the Third Part have to pay the amount towards the cost of installation charges of separate electric meter in the name of the Purchaser separately in addition to the total consideration of the Unit / Flat together with One Open car parking space together with common areas and undivided impartible variable proportionate share of land.

**M) EXTRA WORKS :**

Any extra work other than the standard specification mentioned above shall be charged extra as decided by our authorised Engineers and such amount will be deposited before the execution of work.

**N) EXTRA COMMON FACILITIES:**

- I) Main gate of the said property and common passage.
- II) Installation of common services viz electricity, water pipes, sewerage, rain water pipes.
- III) Water pump with motor and pump house.
- IV) Reservoir on the roof.
- V) 24 Hours supply of water from overhead tank to the respective flats.
- VI) Lighting in the common space, passage, staircase including fixture and fittings.
- VII) Common Electric meter and box.
- VIII) Elevator : Otis / Kone / Johnson.
- IX) A.C. Community Hall with Pantry.
- X) Intercom facilities.
- XI) CCTV for surveillance.

- XII) Modern Fire Fighting system.
- XIII) Maintenance office.
- XIV) Power backup for common utilities.
- XV) Sewerage Treatment plant.
- XVI) Rainwater Harvesting System.
- XVII) Swimming Pool and Toddlers Pool with deck and Changing room.
- XVIII) A.C. Gymnasium and Yoga room situated at 1<sup>st</sup> Floor in Block:III.
- XIX) A.C. Indoor Games room & Toddlers play area situated at 1<sup>st</sup> floor in Block: III.
- XX) A.C. Library at Ground floor in Block: III.

**THE FIFTH SCHEDULE ABOVE REFERRED:**

**(Exemption areas and/or common facilities)**

1. The foundation Column, Beams, Supports, corridors, lobbies, stairways, Entrance and Exists path ways.
2. Drains: Sewerages from the buildings to the safety tank and to the main road.
3. Water reservoir.
4. Drains pipes from the units to the safety tank and to the drains and swear connection to the property.
5. If toilets on the Ground floor of the buildings for use of the Durwans, Caretakers of the buildings and/ or servants.
6. Meter room.
7. Boundary walls of the property including outside wall of the building and main gate.
8. **COMMON PARTS:**
  - a) Pump and meter with installation and room thereof.

- b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
- c) Transformer, electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- d) Windows, Doors and other fittings of the common area of the buildings.
- e) Generator its installation and expenses.
- f) Lift and there accessories installations and space required therefore.
- g) Such other common parts, areas, equipments, installations, fixtures and fittings, covered and open space in or about the said property as are necessary for use and occupancy of the units as are required.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Common obligation)**

1. All costs of maintenance, including repairing, re-constructing, white-washing, painting etc. of the outer walls and other surfaces including the roof of the building and other common areas etc. as may be reasonably required.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lighting, civil commotion.
3. All charges and deposits for supplies of common utilities including Generator, Transformer and Fire Pump.
4. Panchayat taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flats.

5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
6. Litigation expenses as may be necessary for protecting the right, title and possession to the land and building.
7. Upon completion of the proposed building and upon delivery of possession of the respective flats to the respective owners. The flat owners shall form an Association for fixing maintenance charges for proper maintenance of the building after 12 months from the date of completion certificate obtained from the Competent Authority.

**IN WITNESS WHERE OF** the parties hereto have hereto set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **OWNERS** at Burdwan in the presence of:

1.

2.

**( OWNERS )**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Burdwan

in the presence of:

1.

2.

**( DEVELOPER )**

**SIGNED, SEALED AND DELIVERED**

by the **PURCHASERS** at Burdwan

in the presence of:

1.

2.

**(PURCHASERS)**



**MEMO OF CONSIDERATION**

Received a sum of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including service tax from the above named Purchasers as and by way of earnest money and/or part consideration money towards undivided impartible variable proportionate share in the land and for cost of construction of the said flat together with covered car parking space as per the memo given below :

a) By Cheque No. \_\_\_\_\_ dated .....  
Drawn on .....,  
Rs. ..../-

b) By Cheque No. \_\_\_\_\_ dated .....  
Drawn on .....,  
Rs. ..../-

\_\_\_\_\_  
Rs. ..../-  
=====

Witnesses:

1.

2.

**( DEVELOPER )**