

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE ("Agreement")** is entered into on this ..... day of .....2019 :

**BY AND AMONGST:**

**SRI RABIN CHATTERJEE**, Son of Late Rathindranath Chattopadhyay, by Religion Hindu, by Occupation Service, PAN :**ACCPC6515G**, resident of Vill. Sagar Bhanga, P.O. Gopinathpur,. P/S. Coke Oven, A.D.S.R. Office & *Sub-division Durgapur, Dist. Burdwan (W.B).*

[Hereinafter collectively referred to as the **"Land Owners"** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective heirs, executors, legal representatives, successors, successors-in-office/business and permitted assigns, as the case may be) of the **FIRST PART**;

**AND**

**BAGARIA BUILDCON PVT. LTD.**, a Company registered under Indian Companies Act, 1956, **GIN No. U45400WB2009PTC133958**, **PAN : AADCB7575R**, having its Office situated at 119/A, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Burdwan, represented by its Director **SRI SATISH KUMAR BAGARIA** (Aadhar No. ....) Son of Sri Binod Kumar Bagaria, by faith Hindu, Nationality Indian, by Profession, Business, resident of 40, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub Division Asansol, Dist. Burdwan (W.B).

[Hereinafter referred to and called as **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest and assigns) **of the SECOND PART** :

**AND**

1. SRI ..... [PAN-.....] S/o ..... by faith Hindu, by occupation - ....., by Nationality - Indian residing at ....., P.O.- ....., P.S. - ....., A.D.S.R. Office- ....., Subdivision- ....., Dist.- ..... PIN-..... **AND (2) SMT** ..... [PAN-.....] S/o ..... by faith Hindu, by occupation - ....., by Nationality - Indian residing at ....., P.O.-....., P.S. - ....., A.D.S.R. Office- ....., Subdivision- ....., Dist.- ..... PIN-.....

HEREINAFTER called and referred to as the '**PURCHASER**' (Which term and expression shall unless excluded, by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the SECOND PARTY/ SECOND PART.

[OR]

.....[CIN: .....] [PAN: .....],a company within the meaning of the Companies Act, 2013 and having its registered office at ..... P.S ....., P.O .....Kolkata-..... duly represented by its Director/Authorised Representative ..... [PAN:.....], son of ....., residing at .... P.O ....., P.S .... Kolkata-....., authorised vide Board Resolution dated ....., hereinafter referred to as the "Allottee"(which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the THIRD PART.

[OR]

..... [PAN: .....],a partnership firm established under the Indian Partnership Act, 1932 and having its office at ..... P.S ....., P.O ..... Kolkata-..... and represented by its authorised partner .....[PAN: .....], son of ..... and residing at..... P.S ....., P.O ..... Kolkata....., authorised vide Partners Resolution/Letter of Authority dated ....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the THIRD PART.

[OR]

..... [PAN: .....],a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at ..... P.S ....., P.O ..... Kolkata..... and represented by its .....Mr .....[PAN: .....], son of ..... and residing at.....,P.S ....., P.O ..... Kolkata-....., authorised vide Letter of Authority dated ....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the THIRD PART.

[OR]

Mr ..... [PAN: .....], son of ..... residing at ..... P.S ....., P.O ..... Kolkata..... for self and as the Karta of the Hindu Joint Mitakshara Family known as ..... HUF [PAN: .....], having its place of business/ residence at....., P.S ....., P.O ..... Kolkata-....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PART.

The Owners, the Developer and the Buyer shall collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. The Owners are the sole and absolute owners of all that piece and parcel of land admeasuring more or less **0.8398 Acre or 3398.64 sq mtr** more fully and particularly described in Schedule 1 hereunder (hereinafter referred to as the "Land"). The vesting of the ownership of the Land in favour of the Owners is more particularly detailed in Schedule 2 hereunder.
- B. By a Development Agreement the Owners granted to the Developer the right to develop a residential cum commercial complex in phases over the Land known as ROYAL PEARL ("hereinafter referred to as the "Complex" or "Project"). A separate registered Power of Attorney was also executed accordingly by the Owners in favour of the Developer. The Developer is, therefore, fully competent to enter into this Agreement with the Buyer.
- C. The Buyer had applied to the Developer by application dated ..... ("hereinafter referred to as the "Application") for allotment of an Apartment in the Complex and the Developer pursuant to the Application of the Buyer, has provisionally allotted to the Buyer by allotment letter dated ..... (hereinafter referred to as the "Allotment Letter") an apartment No..... having carpet area ..... Square feet equivalent to super built up area ..... Square feet situated in Tower No ....., Floor No..... in the Complex, along with .... open/covered twowheeler / car parking, more fully described in **Schedule 3 ("Apartment")** in consideration of the Price specified in the Allotment Letter to be paid in accordance with the schedule of payment enclosed with the Allotment Letter and annexed herein as Schedule 4 ("**Payment Schedule**") and on the other terms and conditions contained in the General Terms and Conditions for allotment enclosed with the Application and duly signed by Buyer (hereinafter referred to as the "Apartment GTC" and annexed herein as Schedule 6), this Agreement and the Allotment Letter.
- D. It was one of the conditions of provisional allotment of the Apartment that the Buyer would execute an agreement to sale with the Developer within 30 (thirty) days from the date of the Allotment Letter. The Developer has now called upon the Buyer to execute this Agreement.

**NOW, THEREFORE,** in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**1. Definitions and Interpretation**

- 1.1 Except as defined below, or unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere in this Agreement, the definitions assigned to capitalised terms in the Apartment GTC (annexed herein as Schedule 6 ) shall apply throughout this Agreement.
- 1.2 The following interpretative rules shall apply:

- (i) Expressions imparting masculine shall include feminine and neuter gender and vice versa;
- (ii) Words imparting plural number shall include singular number as well as vice versa;
- (iii) The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof;
- (iv) 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;
- (v) 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;
- (vi) References to an "agreement" or "document" shall be construed as a reference to such agreement or document as the same may have been altered, amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;

## **2. Effective Date**

This Agreement shall commence on and from the date of its execution by the Parties which is written hereinabove and shall continue unless terminated earlier in accordance with the provisions contained herein or till execution of the Transfer Deed for transfer of the Apartment to the Buyer, whichever is earlier.

## **3. Covenant to buy and sale**

In consideration of the Price to be paid by the Buyer to the Developer in terms of the Allotment Letter and the Payment Schedule and in consideration of the Buyer covenanting to strictly abide by all the terms and conditions contained in the Apartment GTC, the Developer hereby agrees to sale and the Buyer hereby agrees to buy the Apartment on the terms and conditions contained in the Apartment GTC, this Agreement and the Allotment Letter.

## **4. Apartment GTC and Allotment Letter**

- 4.1 The duly signed Application Form of the Buyer annexed to this Agreement as **Schedule 5** shall for all purposes form part and parcel of this Agreement.
- 4.2 The Apartment GTC duly signed by the Buyer and annexed to this Agreement as **Schedule 6** shall for all purposes form part and parcel of this Agreement.
- 4.3 The Allotment Letter duly countersigned by the Buyer and annexed to this Agreement as **Schedule 7** shall for all purposes form part and parcel of this Agreement.

- 4.4 In case of any inconsistency and discrepancy in the provisions contained in this Agreement, the Application, the Apartment GTC and the Allotment Letter, the provisions contained in this Agreement shall prevail.

#### **5. Earnest Money**

- 5.1 Subject to the Buyer abiding by all the terms and conditions contained in this Agreement, the Earnest Money shall be adjusted with the Price payable by the Buyer with the last instalment of the Price payable by the Buyer.
- 5.2 If the Buyer has chosen for Down Payment Plan then 10% (ten percent) of the Base Price shall be held by the Developer as Earnest Money and the same shall be adjusted with the Price on or before execution of the Transfer Deed.

#### **6. Developer's right to raise finance**

The Buyer shall have no objection, before the execution of the Transfer Deed, against the Developer raising finance or loan from any financial institution by way of mortgage or charge or securitization of receivables or in any other mode or manner the property of Complex subject to the condition that the Apartment shall be free from all encumbrances before the execution of the Transfer Deed. The Developer may raise finance/loan on any unsold apartment from any financial institution/bank by way of mortgage or charge or securitization of receivables or in any other mode or manner. However, the Developer or bank or financial institution shall have no right or lien over the sold apartments or the Complex.

#### **7. Developer's right to alter and maintain of Unsold apartments:**

The Developer shall have the right, without any approval from any Allottee/Buyer to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the Tower (s) and the Allottee shall have no right to raise objections or make any claims on this account. However such alterations must be in accordance with sanctioned/approved lay out plans.

#### **8. This Agreement subordinate to mortgage by the Developer**

The Buyer agrees that no lien or encumbrance shall arise against the Apartment as a result of this Agreement or any money deposited hereunder by the Buyer. In furtherance and not in derogation of the provisions of the preceding sentence, the Buyer agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made or created by the Developer and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Apartment or excuse the Buyer from completing the payment of the Sale Price of the Apartment or performing all the Buyer's other

obligations hereunder or be the basis of any claim against or liability of the Developer provided that at the time of the execution of the Transfer Deed the Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of Buyers who have opted for long term payment plan arrangement with any Financial Institutions or Banks, the Transfer Deed of the Apartment in favour of the Buyer shall be executed only on the Developer receiving no objection certificate from such financial institution or banks.

#### **9. Purchase not dependent on financing contingency.**

The Buyer may obtain finance from any financial institution or bank or any other source but the Buyers' obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Buyer's ability or competency to obtain such financing and the Buyer will remain bound under this Agreement whether or not he/she has been able to obtain financing for the purchase of the Apartment.

#### **10. Dispute resolution**

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

10.2 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at Kolkata, India by a sole arbitrator, who shall be mutually appointed by the Parties or if unable to be mutually appointed, appointed by the Court under the Arbitration and Conciliation Act, 1996.

#### **11. Laws of India**

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

#### **12. Representations of the Buyer**

The Buyer hereby covenants, represents and warrants to the Developer and Owners that:

12.1 He/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable and the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

12.2 The declarations contained in the Application Form duly signed by the Buyer at the time of making the Application are still and will remain binding on the Buyer.

12.3 He/she has obtained all the permissions, consents and approvals, if any, required for entering into this Agreement and all such permissions, consents and approvals shall remain valid during the term of this Agreement.

### **13. Further assurances**

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

### **14. Subsequent purchasers**

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 Complex shall equally be applicable to and enforceable against any subsequent purchasers of the Apartment, as the said obligations go along with the Apartment for all intents and purposes.

### **15. Entire Agreement**

This Agreement, along with its Annexure(s), constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties.

### **16. Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions 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 applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **17. Notices**

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

**DEVELOPER/OWNERS:**

**Address: 119/A, NSB Road, P.O-Raniganj, Dist-Paschim Bardhaman, West Bengal.**

**BUYER:**

**Correspondence Address:**

**Permanent Address:**

It shall be the duty of the Buyer to inform the Developer of any change 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 Buyer.

**18. No Assignment**

This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of its affiliate/associate/group companies or entities.

**19. Copies of the Agreement**

One copy of this Agreement shall be executed which shall be registered and the Developer shall retain the same and a certified true copy of this Agreement obtained from the office of the Registrar/Sub-Registrar of Assurances shall be sent to the Buyer for his/her reference and record.

**20. Registration:**

All applicable stamp duty and registration charges are to be borne by the buyer exclusively.

**[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

Signed and delivered for and on behalf of **BUYER OWNERS and DEVELOPER**

\_\_\_\_\_

\_\_\_\_\_

By:

By:

Title: ..... of the Developer Company

Title:

**SCHEDULE1**



### **[PROJECT LAND]**

ALL THAT piece and parcel of land containing by measurement in an area of more or less 0.8398 Acre or 3398.64 sq mtr, In the Dist. Of Burdwan, Sub-division Durgapur, under P.S. Coke Oven, A.D.S.R. Office Durgapur, Mouza Gopinathpur, J.L. No-85, LR Khatian no-5743, R.S Khatian no-737 & 739 C.S. & R.S. Plot No. 1402 (One thousand four hundred two), corresponding to L.R. Plot No. 6725, Classification Danga now fit in Bastu, area 32 Katha (Thirty Two Cottah) and C.S. & R.S. Plot No. 1404 (One thousand four hundred four), corresponding to L.R. Plot No. 6725, Classification Bastu, Area 50 Cottah more or less.

In the above mentioned two Plots measuring an aggregate area of more or less 82 (Eighty two) Cottahs is detailed below.

- First Parcel : 50 Cottahs of contiguous land from out of the total land parcel of 82 Cottahs.
- Second Parcel : 32 Cottahs of contiguous land from out of the total land parcel of 82 cottahs.

The pieces/plots of lands are adjacent to each other and form a contiguous plot of land.

**OR HOWSOEVER OTHERWISE** said land is butted bounded, delineated, distinguished, known and numbered.

### **[Description of Land]**

ALL THAT piece and parcels of land measuring an area of 82 (eighty two) decimal comprising within appertaining to the Dist. Of Burdwan, Sub-division Durgapur, under P.S. Coke Oven, A.D.S.R. Office Durgapur, Mouza Gopinathpur, J.L. No-85, LR Khatian no-5743, R.S Khatian no-737 & 739 C.S. & R.S. Plot No. 1402 (One thousand four hundred two), corresponding to L.R. Plot No. 6725, Classification Danga now fit in Bastu, area 32 Katha (Thirty Two Cottah) and C.S. & R.S. Plot No. 1404 (One thousand four hundred four), corresponding to L.R. Plot No. 6725 within the limit of Durgapur Municipal Corporation

#### **BUTTED AND BOUNDED BY:**

<b>ON THE NORTH</b>	R.S. Plot No. 1403.
<b>ON THE SOUTH</b>	40'ft. wide R.S. Road.
<b>ON THE EAST</b>	Land of Somenath Chatterjee.
<b>ON THE WEST</b>	R.S. Plot No. 1405.

The pieces/plots of lands are adjacent to each other and form a contiguous plot of land.

**OR HOWSOEVER OTHERWISE** said land is butted bounded, delineated, distinguished, known and numbered.

## **SCHEDULE 2**

### **[Vesting of title of the Land]**

ALL THAT piece and parcel of land containing by measurement in an area of **In the Dist. Of Burdwan, Sub-division Durgapur, under P.S. Coke Oven, A.D.S.R. Office Durgapur, Mouza Gopinathpur, J.L. No-85, LR Khatian no-5743, R.S Khatian no-737 & 739 C.S. & R.S. Plot No. 1402 (One thousand four hundred two), corresponding to L.R. Plot No. 6725, Classification Danga now fit in Bastu, area 32 Katha (Thirty Two Cottah) and C.S. & R.S. Plot No. 1404 (One thousand four hundred four), corresponding to L.R. Plot No. 6725, Classification Bastu, Area 50 Cottah more or less. Bastu of Mouza- Gopinathpur, J.L.No- 85, P.S- Coke Oven, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman within the limit of Durgapur Municipal Corporation which is developed by Developer Bagaria Buildcon Pvt. Ltd. by way of registered deed of Development Agreement vide Deed No. 04945 for the year 2013 duly registered at office of the A.D.S.R. Durgapur, Dt.- Paschim Bardhaman and Present Land Owners name have been recorded in L.R. Record as owners and also converted the character of land from Danga to Bastu vide Conversion Case No. CN/2017/0214/190 for the year 2017 and seized owned and possessed of and/or otherwise well and sufficiently entitled with free from all encumbrances as fully described in the FIRST SCHEDULE written herein below.**

Simultaneously with the purchase of the land as set forth hereinabove the Owners individually mutated their names with regard to their respective share, plot no. and area with the records of the Land Reforms Authority and paid all requisite land revenue thereon.

## **SCHEDULE 3**

### **(“Apartment”)**

Apartment No      type      having carpet area      Square feet approx equivalent to  
super built up area      Square feet approx on the      Floor situated in Tower together  
with      open/covered two-wheeler car parking space in the complex known as Royal Pearl.

## **SCHEDULE 4**

### **(“Payment Schedule”)**

[Attached as separate sheet]

## **SCHEDULE 5**

### **(“Application Form”)**

[Attached as separate sheet]

## **SCHEDULE 6**

### **(“Apartment GTC”)**

[Attached as separate sheet]

## **SCHEDULE 7**

### **(“Allotment Letter”)**

[Attached as separate sheet]

## **PAYMENT SCHEDULE FOR NILKANTHA APARTMENT**

- On Booking 10% of the Total Amount
- On Allotment and Agreement 10% of the Total Amount
- On Ground Floor Roof Casting 10% of the Total Amount
- On First Floor Roof Casting 10% of the Total Amount
- On Second Floor Roof Casting 10% of the Total Amount
- On Third Floor Roof Casting 10% of the Total Amount
- On Forth Floor Roof Casting 10% of the Total Amount
- On Fifth Floor Roof Casting 10% of the Total Amount
- On Bricks & Plaster Works 10% of the Total Amount
- On Finishing Works 05% of the Total Amount
- Before Handover 05% of the Total Amount

**(or may extended up to three months)**

### **Price**

Base Price - Rs.3,300 per sq ft , Two Wheeler Park Rs. 35,000/-, Car Park-Rs.2,50,000/- **((a) Rs.2,50,000/- for 120 sq.ft & (b) Rs. 3,50,000/- for 140 sq. ft)**, , Club, Swimming Pool & Zym: Rs.60,000.00 , DMC water connection 45000 , Electricity connection (As per WBSEDCL Rules) , DG set + Transformer connection charge 75000 (Price =Base Price + DMC water + Electricity charge + Parking+ Club).

### **Extra Charges**

- External Development Charges-Nil for now
- Electricity Security Deposit: As applicable will be charged.
- Registration Charges : Registration + stamp duty as applicable
- Maintenance Charges : As applicable will be charged

### **Others**

- Cancellation Charges: Before Agreement Rs. 25000/- After Agreement 10% of the Price Down Payment discount: 5% of the Price (Down payment plan is separate) – T&C applied

\* Earnest money: 10% of base price shall be considered as earnest money.

Disclaimer: The above price & payment schedule are subject to revision/withdrawal at any time without notice and at the sole discretion of developer. All the prices will attract taxes as applicable. 'Input Benefit on GST has already been considered in the price.'

Signature of Sole/First Applicant.....

Signature of Joint Applicant.....

## **APPLICATION FORM**

Please fill in relevant portions of the APPLICATION FORM for Individual/Joint or Other Entity. Strike out portions that are not applicable and deposit the APPLICATION FORM in full.

***PLEASE DEPOSIT THE APPLICATION FORM AT***

### **“REGISTERED OFFICE”**

**BAGARIA BUILDCON PVT. LTD**, 119/A, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub-Division Asansol, Dist. Paschim Bardhaman (W.B).

### **“SITE OFFICE”**

**NILKANTHA APARTMENT**, Sagarbhanga, PO : Gopinathpur, Durgapur, (Near BDO More) Pin : 713211

**INDIVIDUAL /JOINT APPLICATION FORM**

<b>Sole / First Applicant</b>	<b>Joint Applicant</b>
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Please affix a recent passport size Self signed photograph</p> </div>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Please affix a recent passport size Self signed photograph</p> </div>
<p>Please fill in block letters</p> <p>Full Name: .....</p> <p>.....</p> <p>Relation to the first Applicant (Only for Joint Applicant) Father/Husband's name Mr/Ms .....</p> <p>.....</p> <p><i>Natural guardian (in case of minor)</i></p> <p>Nationality: .....</p> <p>Date of Birth(DD.MM.YYYY).....</p> <p>Occupation (Please tick (√) the option): Service()<input type="checkbox"/>Professional()<input type="checkbox"/>Business()<input type="checkbox"/> Student <input type="checkbox"/> House Wife()<input type="checkbox"/> Others <input type="checkbox"/> ..... pls specify</p> <p>Residential status (Please tick (√) the option): Resident <input type="checkbox"/> Non-resident <input type="checkbox"/></p> <p>Resident <input type="checkbox"/> Non-resident <input type="checkbox"/></p> <p>Correspondence Address: .....</p> <p>.....</p> <p>.....</p> <p>City .....</p> <p>State .....</p> <p>Phone(Home).....</p>	<p>Full Name: .....</p> <p>.....</p> <p>Father/Husband's name Mr/Ms.....</p> <p>.....</p> <p>.....</p> <p><i>Natural guardian (in case of minor)</i></p> <p>Nationality: .....</p> <p>Date of Birth(DD.MM.YYYY).....</p> <p>Occupation (Please tick (√) the option): Service()<input type="checkbox"/>Professional()<input type="checkbox"/>Business()<input type="checkbox"/> Student <input type="checkbox"/> House Wife()<input type="checkbox"/> Others <input type="checkbox"/> ..... pls specify</p> <p>Residential status (Please tick (√) the option): Resident <input type="checkbox"/> Non-resident <input type="checkbox"/></p> <p>Resident <input type="checkbox"/> Non-resident <input type="checkbox"/></p> <p>Correspondence Address: .....</p> <p>.....</p> <p>.....</p> <p>City .....</p> <p>State .....</p> <p>Phone(Home).....</p>

Phone (Work)..... Mobile..... Fax ..... PAN Number ..... <div style="border: 1px solid black; height: 50px; width: 100%; margin-top: 10px;"></div> Signature of Sole/First Applicant (please sign within the space provided)  <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Place</span> <span>Date</span> </div>	Phone (Work)..... Mobile..... Fax ..... PAN Number ..... <div style="border: 1px solid black; height: 50px; width: 100%; margin-top: 10px;"></div> Signature of Joint Applicant (please sign within the space provided)  <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Place</span> <span>Date</span> </div>
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**ADDITIONAL INFORMATION (FOR NON RESIDENT INDIAN OR FOREIGN CITIZEN OF INDIAN ORIGIN ONLY)**

<b>Please fill in block letters</b>		
Nationality	Sole/First Applicant	Joint Applicant
	.....	.....
Native place in India	.....	.....
Passport Indian ( ) Foreign ( ) Indian ( ) Foreign ( )		
Place & Date of Issue .....		
Contact person in India		
Full Name .....		
Correspondence address .....		
.....City.....State.....P.S.....		
Pin..... Phone..... Mobile.....		
Fax..... Email.....		
NRO Account # .....		
Name of bank and branch .....		
NRE Account # .....		
Name of the bank & branch .....		
.....		

FCNR Account ..... Name  
of bank & branch .....

**Signature of sole/First Applicant**  
(please sign within the space provided)

**Signature of Joint Applicant**  
(please sign within the space provided)

**OTHER ENTITY  
FOR APPLICATION IN NAME OF OTHER ENTITY**

**Please fill in block letters**

1. Name of the Organization.....

2. Status:

Proprietorship Firm ( )    HUF ( )    Partnership Firm ( )  
Company                    ( )    AOP/BOI ( )    Others ( )

3. Date and Place of incorporation..... (Please  
enclose a copy of Incorporation/Registration Certificate, PAN Card and Board  
Resolution)

4. Registered/Head Office address.....

P.S..... City.....  
State..... Country..... PIN/ZIP..... Phone  
..... Fax ..... Email .....

5. Name of authorized signatory with designation.....

Phone..... Mobile..... Fax..... Email.....

6. IT PAN.....

We confirm having read and understood the declaration hereinafter

**Signature of authorized signatory with seal  
(please sign within the space provided)**

**Place**

**Date**

**DETAILS OF APARTMENT APPLIED FOR:**

Apartment No ..... Area ..... Floor ..... Apartment Type  
..... Tower .....

**PAYMENT PLAN OPTION (Please tick (√) the option)**

A. Down Payment Plan ( )                      B. Installment Payment Plan ( )

**DETAILS OF PAYMENT OF APPLICATION MONEY:**

Application Booking amount ..... Rupees .....Only  
Date ..... Pay Order/DD/Cheque No..... Drawn  
On ..... RTGS/NEFT .....

**Note:** Payment to be made by Cheque/Demand Draft/Pay Order/RTGS in favour of  
**BAGARIA BUILDCON PVT. LTD.** Payable at Raniganj.

**PARKING SPACE (Please (√) the option)**

(A)4 Wheeler: Covered ( ) Open ( ) (B) 2 Wheeler: Covered ( )      Open ( )

**DETAILS OF PRICE:**

(A) Base Price:Rs. ....Per sqft  
(B) Parking Charges: 4 Wheeler : ..... 2 Wheeler :.....  
(C) DMC WATER CONNECTION CHARGE :Rs.....  
(D)Club & Zym charges Rs.....  
(E) DG Set charge Rs .....  
(F) Electricity connection charge Rs .....  
Sale Price (A + B+C+D + E + F) Rs. ....

**BOOKING TYPE:** (Please tick (√) the option)

Direct ( )                      Agent ( ) Name .....

**Declaration**

1. I/We hereby solemnly declare that all the foregoing facts are true to the best of my /our knowledge and nothing relevant has been concealed or suppressed.



I/We also undertake to inform **BAGARIA BUILDCON PVT. LTD.** of any future changes, related to the information and details shown in this Application Form.

2. I/We also declare that I/We have read and understood the general terms and condition of sale and other information/condition stated in the Application Kit, General Terms & Condition including Statement of Area and Number of Apartment Offered and Price & Payment Schedule. I /We do hereby solemnly accept and agree to abide by them and as also others as any be prescribed by NILKANTHA APARTMENT in future. I /We further agree to sign and execute the necessary documents as and when desired by **BAGARIA BUILDCON PVT. LTD.**
3. I/We, being Non Resident Indians/Persons of Indian Origin do solemnly declare that I/We want and shall use the Apartment (applied for),for residential purpose only,(strike out, if not applicable).

Signature of Sole/First Applicant  
(Please sign within the space provided)

Place

Date

Signature of Joint Applicant  
(Please sign within the space provided)

Place

Date

# NILKANTHA APARTMENT

A Residential Project

by

**BAGARIA BUILDCON PVT. LTD.**

NILKANTHA APARTMENT, Sagarbhanga, PO : Gopinathpur, Durgapur,

(Near BDO More) Pin : 713211

(The "**Developer**")

General Terms and Conditions

For the Apartments in NILKANTHA APARTMENT

**(Apartment GTC)**

## 1. Preamble:

### 1.1 Project Land:

ALL THAT piece and parcel of land containing by measurement in an area of more or less 0.8398 Acre or 3398.64 sq mtr, In the Dist. Of Burdwan, Sub-division Durgapur, under P.S. Coke Oven, A.D.S.R. Office Durgapur, Mouza Gopinathpur, J.L. No-85, LR Khatian no-5743, R.S Khatian no-737 & 739 C.S. &

R.S. Plot No. 1402 (One thousand four hundred two), corresponding to L.R. Plot No. 6725, Classification Danga now fit in Bastu, area 32 Katha (Thirty Two Cottah) and C.S. & R.S. Plot No. 1404 (One thousand four hundred four), corresponding to L.R. Plot No. 6725, Classification of Mouza : Gopinathpur. A.D.S.R. Office – Durgapur & Sub-Division – Durgapur, District – Paschim Bardhaman within the limit of Durgapur Municipal Corporation.

## 1.2 Owner:

**SRI RABIN CHATTERJEE**, Son of Late Rathindranath Chattopadhyay, by Religion Hindu, by Occupation Service, PAN :**ACCPC6515G**, resident of Vill. Sagar Bhanga, P.O. Gopinathpur,. P/S. Coke Oven, A.D.S.R. Office & *Sub-division Durgapur, Dist. Burdwan* (W.B).

.....  
(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

## 1.3 Developer :

**BAGARIA BUILDCON PVT. LTD.**, a Company registered under Indian Companies Act, 1956, **GIN No. U45400WB2009PTC133958**, **PAN : AADCB7575R**, having its Office situated at 119/A, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Burdwan, represented by its Director **SRI SATISH KUMAR BAGARIA** (Aadhar No. ....) Son of Sri Binod Kumar Bagaria, by faith Hindu, Nationality Indian, by Profession, Business, resident of 40, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub Division Asansol, Dist. Burdwan (W.B).

## 1.4 Project :

The Developers establishing on the Project Land a residential building complex with ZYM & club KNOWN AS NILKANTHA APARTMENT ("Complex") comprising, amongst others, the following segments ("Segments"):

**1.4.1 Residential Towers :** Construction of three (1) multi-storied building (the "Tower") having several self-contained units (the "Apartments") to be used and enjoyed exclusively for residential purpose. The total number of such Apartments are 135 (One Hundred Thirty Five) in number;

**1.4.2 Zym & Club:** A centre or a social club in which only persons acquiring Apartments and/or other units in the Complex ("Royal Pearl") will be admitted as members. The Zym & Club ("Club") shall be developed simultaneously with or after the development of any particular Segment as may be decided by the Developer at its sole discretion; and

## 1.5 Infrastructure:

Besides the Segments, the Complex will have electricity supply network, security, fire-fighting systems and an earmarked area for parking (covered and /or open) of cars and or two wheelers for the Acquirers. The public road, however, shall be kept outside the boundaries of the Complex.

**1.6 Facilities from other Segments :** Although all the Segments of the Complex will be independent and separate, the Royal Pearl Acquirers/occupiers of all the Segments will be entitled to avail, for their beneficial enjoyment, the facilities available in the other Segments but subject to what is hereinafter provided.

.....  
(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

**1.7 Building Plan :**

The Developer has obtained sanctioned and / or approved Plan No. DMC/BP/CB/ 89 /18, Date 02.03.2019 of the Building/s sanctioned by Durgapur Municipal Corporation ("Building Plan") for construction of the Project. The Developer shall have the right to change, alter and/or modify the Building Plan if so recommended by the Architect or directed by the authorities concerned or decided by the Developer in the best interest of the Project, but in accordance with law and the approval of authorities concerned, and where such changes are substantial in nature then in only after obtaining consent of the majority of the Bagaria Buildcon Pvt Ltd.

**1.8 Towers Detail :** The Towers will be constructed in the following manner:

- 1.8.1 Composition :** The Towers shall be G + 5 building containing about 135 Apartments & shop 11.
- 1.8.2 Completion :** The Towers will be completed in a phased manner and the Developer will allot the Apartments separately. The date of completion of the Tower and handing over of the Apartment to the Allottees (the "Completion Date") will be 31.12.2020 with 6 months grace period, from the date the Developer receives copy of the duly countersigned Allotment Letter from Allottees.
- 1.8.3 Tower Common Portions :** The Tower will have its independent Common Portions, as mentioned in Part I of Schedule-B, for the exclusive use and enjoyment by the Acquirers of the respective Tower.
- 1.8.4 Complex Common portions :** The Complex will have its common portions as mentioned in Part-II of Schedule-B, for the exclusive use and enjoyment by the Royal pearl Acquirers.
- 1.8.5 Apartment Specifications :** The Apartments will have the specifications ("Specifications") as mentioned in Schedule-C. These Specifications may differ from Apartment to Apartment and are subject to changes as may be decided by the Developer from time to time.

2. **GTC:** The Developer has drawn up these general terms and conditions (the "Apartment GTC") to provide for (i) the terms and conditions of provisional allotment and transfer of the Apartments to the eligible persons (the "Apartment Acquirers") and (ii) the manner of use and enjoyment by the Apartment Acquirers of their respective Apartments, the Tower and the Complex in general.
3. **Applicability of GTC:** The application, allotment and the transfer of the Apartments will be in accordance with this Apartment GTC and it will apply only to the various components and aspects of the Tower.
4. **Allotment Process :** The allotment will be made on first come first served basis and the process, manner and the conditions of application, allotment and transfer of the Apartments are as follows:

#### 4.1 Application Kit:

.....  
 (Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

##### 4.1.1 The Developer will provide to the intending Acquirers ("**Applicants**") a kit ("**Application Kit**") containing:

- (i) printed application form ("Application Form");
- (ii) Schedule of payment of the Price ("Payment Schedule"). Besides the Price, the Applicants will be required to pay certain other amounts as mentioned in the Payment Schedule and in Schedule-D herein ("Extras & Deposits");
- (iii) The General Terms & Conditions ("Apartment GTC"); and
- (iv) Brochure containing lay out plan and Building Plan of the Complex.

The Application Kit for all purposes shall form part of this Apartment GTC.

##### 4.1.2 The Application Kit will, inter alia, indicate:

**Price:** The base price ("Base Price") of various Apartments and all types of the Preferred Location Charges ("PLC") (as applicable), Parking Space Charges (as

applicable) and Zym & Club Furnishing Charges (collectively the “Price”) , DMC water connection charges , DG set charges , Electricity charges are firm and nonescalable. The Base Price charged is based on the area of the Apartment. The Price is exclusive of any External Development Charges (EDC)/ Internal Development Charges (IDC), Maintenance Charges,. Any upward revision of any Government charges for the allotted independent floor/(s), both present and future, as applicable, shall be separately charged and payable by the Acquirers. In addition to the above, the applicable GST if any, shall also be separately charged and payable by the Acquirers.

The area of an Apartment (“Apartment Area”) is defined as under:

**Apartment Area:** The Apartment Area will mean super built up area of the Apartment comprising its Plinth Area (defined below) and undivided and proportionate shares in the Tower Common Portions and Parking Space. The Price and other charges which are related to the area of an Apartment will be based on the Apartment Area and the undivided and proportionate interests in the common areas and facilities within the Tower as well as the Complex.

**Plinth Area:** The Plinth Area of an Apartment will mean its inner measurements and those of all its columns and walls, both external and internal, projections and balconies but only one-half of the thicknesses of those walls and columns which are common with any other Apartment.

#### 4.2 Who can apply:

**4.2.1** An individual, i.e. a person of the age of maturity or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Foreign Citizen of Indian origin, residing in India or abroad (in case of minor, age proof and name of natural guardian is required).

.....  
(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

**4.2.2** Joint applications of maximum two persons are permitted.

**4.2.3** Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or Hindu Undivided Family (HUF) or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate required).

**4.2.4** Non-Resident Indians/Foreign Citizens of Indian Origins are also eligible to apply. However, they shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The applicants / allottees shall also furnish the required declaration to the Developer on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall, however, be made in Indian Rupees directly to NRE Account.

The Developer, however, at its sole discretion and as may be permissible under the law, can relax any of the conditions as mentioned hereinabove without assigning any reason.

### **4.3 How to apply:**

**4.3.1** The Applicants will be required to duly fill in the Application Forms setting forth, inter-alia, the desired Apartment, and submit it with the Developer along with (i) the application money as per the prevailing Payment Schedule (the "**Application Money**") and (ii) documents as prescribed below. Besides the Price, the Applicants will be required to pay certain other amounts as mentioned in **Schedule-D** (the "**Extras & Deposits**").

**4.3.2** The application duly filled in, along with the Application Money and documents, will have to be deposited at any of the offices listed below:

**Registered Office : BAGARIA BUILDCON PVT. LTD.,** 119/A, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Burdwan

**Site Office : NILKANTHA APARTMENT,** Sagarbhanga, PO : Gopinathpur, Durgapur, (Near BDO More) Pin : 713211

Or at any other place notified by the Developer.

**4.3.3** Applicants should attach a copy of their PAN Card. Non-Resident Indian / Foreign Citizens of Indian Origin should also attach a copy of the document showing their NRI/PIO status with the filled Application Form. An Applicant which is a company or limited liability partnership or partnership should also attach their constitutional documents (memorandum and articles of Association, registered partnership deed(s), certificate of incorporation, enabling resolutions, consent letters,

as the case may be).

**4.3.4** Where application is made by a power of attorney holder, a copy of the power of attorney duly registered before the concerned registry office along with the names and specimen signatures of all authorized signatories must be lodged along with the submission of the completed Application Form. Further, modifications/additions in the power of attorney or authority should be delivered to the Developer.

**4.4 Instructions for filling up Application Form**

**4.4.1** Applications to be made in prescribed form issued specifically to the Applicant only;

**4.4.2** The Application Form to be completed in block letters in English;

**4.4.3** Applications should be in single or joint names and should be applied by Karta in case of HUF;

**4.4.4** Thumb impressions and signatures other than in English/Hindi or any other languages specified in the 8th Schedule of the Constitution needs to be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her seal;

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**4.4.5** All Application Forms duly completed must be delivered to the Offices of the Developer or its authorized agents;

**4.5 Rejection of Application:**

The Developer reserves its full, unqualified and absolute right to accept or reject any application without assigning any reason thereof. Application may additionally be rejected on one or more technical grounds, including but not restricted to:

**4.5.1** Application made by a person who cannot apply;

**4.5.2** Applications not duly signed by the sole/joint Applicants;

**4.5.3** Applications deficient or incomplete in any respect or not accompanied by prescribed documents;

**4.5.4** Application Money paid other than by the prescribed mode; and

#### 4.5.5 Non-realization of cheque/demand draft/pay order or RTGS.

During the scrutiny of the Application Forms, in case any deficiency is found, and/or not having accompanied by requisite remittance and/or relevant documentary evidence or the information is found to be incorrect, the same shall be intimated to the Applicant. In such cases, in the sole discretion of the Developer, the application may be treated as rejected or the Applicant may be given an opportunity to remove the defects in the Application Form within 15 days from the date of intimation, failing which the application shall be considered as cancelled.

#### 4.6 Withdrawal of Application:

An Applicant may withdraw his Application any time before the Developer issues the Allotment Letter to such Applicant. In such cases, the Developer will refund to the Applicant concerned the Application Money without interest but after deducting 25,000/- (Twenty Five Thousand) as its administrative charges/service charges.

.....  
(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

#### 4.7 Allotment:

**4.7.1** The Developer will inform in writing (“**Allotment Letter**”) to such of the Applicants (the "**Allottees**") to whom the Developer will have allotted an Apartment (the "**Allotment**") containing, inter-alia, the details of the Apartment allotted (the "**Allotted Apartment**"). The applicant(s) would be given intimation of allotment of an Apartment within 60 (Sixty) days of the actual receipt of Application Money. All Allotments shall be provisional and shall remain so till such time a formal Transfer Deed for transfer is executed and registered in favour of the Allottee(s) for their respective Apartments and the word “Allotment” with all its grammatical variations in this Apartment GTC shall mean provisional allotment.

**4.7.2** The Apartment shall stand Allotted to an Applicant only upon fulfillment of the conditions mentioned below:

- a. The Applicant has countersigned the Allotment Letter and has sent to Developer;
- b. The Applicant has signed the Agreement for Sale. A draft copy of the Agreement for Sale shall be sent to the Allottees along with the Allotment Letter; and



- c. The Applicant has paid the amount as specified in the Payment Schedule (“**Allotment Money**”) along with the requisite legal expenses including stamp duty and registration charges as applicable for execution of Agreement for Sale,

**Within 30 (thirty) days from the date of the Allotment Letter.** An Applicant who fails to adhere to the above timeline in fulfilling all the conditions mentioned above shall be deemed to be a defaulter and the Developer shall issue a notice to such Applicant asking to comply with the conditions within 30 (thirty) days from the date of notice, failing which the Application and the Allotment Letter shall stand automatically cancelled/withdrawn. In case of such cancellation/withdrawal the Applicant concerned shall have to make fresh Application for an Apartment (if then available) at the Price then prevailing.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**4.8 Cancellation of Allotment by Allottees where the Developer is not in default:**

The Allottees will be entitled to cancel their Agreement for Sale/Allotment by giving notice of 60 (Sixty) days to the Developer cancelling the Allotment till such time a formal Transfer/Conveyance Deed for transfer of the Apartment is executed and registered in favour of the Allottee(s) for their respective Apartments and in such an event the Developer will refund (within 45 (forty five) days from the expiry of the 60 (sixty) days notice period) without interest all amounts received by it from such Allottee after forfeiting the Earnest Money.

**4.9 Earnest Money**

**4.9.1** Allotment shall be made to an Allottee by the Developer on the condition that, out of the amount(s) paid/payable by him/her for the Apartment, the Developer shall treat 10% of the Base Price of the Apartment as Earnest Money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in this Apartment GTC.

- 4.9.2** The Developer shall have the right to forfeit the Earnest Money in case:
- a. the Allottee cancels the Allotment without any default or breach by the Developer; or
  - b. the Allottee becomes a Default Allottee as per Clause 8 of this Apartment GTC.

**4.10 Transfer of Allotment:**

After the Allotment, the Allottee(s) may transfer his right of Allotment, subject to the following conditions:-

**4.10.1** No transfer of Allotment can be made within 12 (twelve) months from the date of the Allotment Letter;

**4.10.2** The profile of the intended transferee is vetted and accepted by the Developer;

.....  
(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

**4.10.3** The transferor/transferee has to pay to the Developer, a transfer fee equal to 3% of the then published Price at least 5 (Five) days before such transfer takes place; provided however no amounts payable under the Allotment Letter is due as on date of such transfer. The Developer reserves the right to increase the transfer fee from time to time.

**4.10.4** The Allottees has paid all amounts due under the Allotment up to the date of transfer.

**4.10.5** The transfer documents shall have been vetted and approved by the Developer.

**4.10.6** Such transfer shall further be subject to all the terms and conditions of the Apartment GTC and the Allotment Letter and the transferee of the Allotment agreeing to abide by and complying with all of these conditions.

**4.10.7** Change of Joint Allottees will be treated as transfer under this clause.  
For the purpose of the above clause, transfer of allotment within the same family shall not be treated as transfer of allotment. "Family" shall mean the Allottee himself together with the spouse, dependant parents and dependent children of such Allottee.

## **5. Parking Space, Electricity & Water, Club etc:**

### **5.1 Car / Two wheeler Parking:**

**5.1.1** A limited number of car parking space (both open and covered) ("**Car Parking Space**") and two wheeler parking space (both open and covered) ("**Two Wheeler Parking Space**") (both Car Parking Space and Two Wheeler Parking Space are collectively called "**Parking Spaces**") are proposed to be provided within the

Complex. Applicants are required to indicate their requirement for Parking Space (either open or covered car parking or two wheeler parking space) in the Application Form. The parking space charges (“**Parking Space Charges**”) are indicated in the Payment Schedule.

.....  
(Signature of Sole/First Applicant)

.....  
(Signature of 1st Joint Applicant)

.....  
(Signature of 2nd Joint Applicant)

**5.1.2** The exact number of Parking Space can only be known after completion of the respective Towers. In case the number of applications for Parking Spaces are more than the number of Parking Spaces available, their allotment will be made on the basis of draw of lots and Parking Spaces for each Allottee shall be identified accordingly. The Developer will refund the Parking Space Charges to all the unsuccessful Applicants along with interest at the then prevailing rate applicable to savings bank account of nationalized banks from the date of the payment of their respective instalment payment or onetime payment, as the case may be, till the date of refund within 21 (Twenty one) days from the date of completion of the Allotment of all the available Parking Spaces. Each allotted Car Parking Space will entitle the Allottee the right to park only one medium sized car and each allotted Two Wheeler Parking Space will entitle the Allottee the right to park only one two wheeler.

**5.1.3** Any change of option for allotment of Parking Spaces shall normally not be entertained but may be entertained on the discretion of the Developer on payment of an extra charge of Rs. 5000/- (Rupees Five Thousand only) per change.

## **5.2 Electricity**

**5.2.1** The infrastructural cost including supervision charge of West Bengal State Electricity Distribution Company Limited (“**WBSEDCL**”) and applicable security deposit for service connection till individual meter locations, common areas, street lighting, water pump, fire pump and other amenities by installing transformers, cables, switchgear etc. as per guideline of WBSEDCL towards obtaining, installing power and for providing electricity to common areas like street light, community facilities etc. shall be borne and payable by the Allottees proportionately. The Developer shall initially pay such amounts and then recover these deposits and other charges from the Allottees. The exact amount recoverable from the Allottees will be intimated to the Allottees as soon

as the same is known to the Developer but latest by the time of possession.

.....  
(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

**5.2.2** The Allottees will submit their respective applications to WBSEDCL for individual connections to their Apartments and for separate energy meters at their own responsibility and costs and will also pay applicable security deposit and service connection charges for their individual electric meters allotted to the Allottee by WBSEDCL.

**5.2.3** In case WBSEDCL declines to provide individual meters / prepaid connection to the Allottees and makes provision for Bulk Supply, the Developer shall provide submeters to the Allottees upon payment of the proportionate ESD and service connection charges payable to the WBSEDCL for such connection. The amount recoverable from the Allottees will be intimated in due course as soon as the same is known to the Developer.

**5.2.4** The ESD would be subject to revision and replenishment and the Allottees shall at all times be liable to proportionately pay such revision and replenishment to the WBSEDCL/Developer as per the norms of WBSEDCL. In such cases the Allottees may be required to enter into a separate agreement for supply of electricity through submeters.

**5.3 Water:**

Water supply to the Complex will be made available by Durgapur Municipal Corporation. The installation cost will be reimbursed by the Allottees and the usage charges will be applicable on actual consumption basis.

**5.4 Diesel generator (DG) back up**

**5.4.1** The Allottees will be provided the minimum power back up of 500 Watt the Allottees shall be liable to pay installation charges of Rs 25,000 (Rupees twenty five thousand) for DG Power of 500 Watt and the same shall be paid to the Developer within the due date to be notified thereof by the Developer.

**5.4.2** The actual running cost and maintenance charges of DG set will be separately charged from the Allottee/Apartment owner on the basis of proportionate backup power subscribed by him.

.....  
(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

**5.5 Community Center/ Zym & Club:**

The Developer has, inter-alia, the following provisional plan for the Club:

- 5.5.1 Utilities:** The Club will have such specifications and facilities as the Developer may finalize.
- 5.5.2 Club Furnishing Charges:** Each Apartment Acquirer will be required to pay to the Developer the Club Furnishing Charges and additionally all applicable taxes and/or duties that may be payable by them as indicated from time to time by the Developer. The Club Furnishing Charges are subject to enhancement at the discretion of the Developer at any point of time.
- 5.5.3 Membership:** Only the **BAGARIA BUILDCON PVT. LTD. (NILKANTHA APARTMENT)** Acquirers shall be eligible to become members of the Club and Zym . It has been provisionally envisaged that the Membership of the Apartment Acquirers will be for their family members who will include the Apartment Acquirers and his/her spouse, their dependent children and parents.
- 5.5.4 Club Maintenance Charges:** The Club will be charging a maintenance charge payable periodically and separate charges for using some of its facilities. The Fees and the Charges will be fixed in a manner from time to time so that these are sufficient for the Club to maintain its services and facilities as that of a first-class respectable Club.
- 5.5.5 Right to the Club:** The Apartment Acquirers will not have any right to any of the properties of the Club or regarding the formation or running of the Club and shall abide by all its rules and regulations.
- 5.5.6 Transfer of Apartment:** Inasmuch as only the **NILKANTHA APARTMENT** will be entitled to be the Club Members, as and when any Apartment Acquirer transfers its Apartment, the membership of the Club will automatically stand transferred in the name of its transferee subject to the rules, regulations and bye-laws of the Club and in such event, the transferor Apartment Acquirer shall cease to be a member of the Club.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- 5.5.7 Non-individual Apartment Acquirer:** If the Apartment Acquirer is a Company, Partnership Firm, Limited Liability Partnership, Trust, HUF or any other nonindividual entity, such entities will intimate the Developer and/or the Club from time to time the name of the person who has been

authorised by such entity to reside at the Apartment of the entity and only such person will be regarded as the then member of the Club as if he/she was an individual Apartment Acquirer.

**5.5.8 Lessee of Apartment:** In the event any Apartment Acquirer leases or rents out its Apartment, it will be mandatory of such Apartment Acquirer to notify the Club of such leasing/renting. The lessor Apartment Acquirer will thereafter be barred from using the Club till such time it is back in possession of its Apartment and its lessee/tenant will be entitled to utilise the Club facilities upon payment of such Membership Fee as be then decided by the Club Management.

**6. Payment Plans:**

**6.1** The Price and the Extras & Deposits (collectively the "Total Payable Amount") shall be paid to the Developer strictly in accordance with the schedule of payment provided in the Application Kit ("Payment Schedule"). The Payment Schedule is based on tentative measurements of the Apartments. Prior to granting possession of Apartments, accurate measurements of the Apartments will be taken and final amount payable by the Allottee will be determined in accordance with the rates set out in the Application Form of that Allottee. The Possession Notice will specify a date when the Allottee will be required to be present in person or through authorised representative for such measurement. In the event that the Allottee is not present on such date, the measurements taken by the Developer shall be final and binding on the Allottee.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**6.2** The Developer will be entitled to adjust/appropriate payments made by an Allottee first against any outstanding dues under any head(s), if any, then remaining unpaid by such Allottee and then towards the installments/charges. By applying for an Apartment in the prescribed Application Form of the Developer, the Allottees will be deemed to have authorised the Developer to receive payment in this manner and undertakes not to object to such adjustments made by the Developer.

**6.3** The Applicants are required to indicate their preference of payment plan in the Application Form. Change of preferred payment plan shall be allowed by the Developer at its sole discretion and with or without such conditions as it may deem fit.

**6.4** The Total Payable Amount in the above plans is exclusive of any taxes which may be leviable by any appropriate authorities. Taxes like Value Added Tax, Works contract tax, G S T, any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the Allottees. All the applicable taxes shall be payable by the Allottees as and when demanded by the Developer.

**6.5** Down Payment Plan: This plan requires 95% payment of Price along with all other charges as indicated in the Price Schedule within 30 (thirty) days from the date of Allotment Letter. The balance 5% payment shall be payable at the time of possession of the Apartment. The 95% payment shall be paid as under:

- (i) On Application: 10% of the Price; and
- (ii) Within 30 days from the date of Allotment Letter: 85% of the Price.
- (iii) Extras & Deposits: As specified by the Developer.

**6.6** Construction Linked Installment Payment Plan: This plan requires payment of the Price as indicated in the Payment Schedule.

**7. Payment of Total Payable Amount:**

**7.1** The Total Payable Amount shall be paid to the Developer strictly in accordance with the Payment Schedule.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**7.2** The Developer shall issue demand letters by e-mail/post/courier calling upon the Allottees (the "**Payment Notice**") to pay such amount (the "**Payment**") within 15 (fifteen) days of the Payment Notice (the "**Notice Period**") and the Allottees shall make the Payment within the Notice Period. Along with each Payment Notice, the Developer shall provide to the Allottee a certificate from the Architect of the Project about the actual progress of the building and completion of the construction stage for which Payment Notice has been issued by the Developer. All construction linked instalment payments shall be made subject to the Developer achieving the construction milestones.

**7.3** All payments made in cheque/demand draft/pay order/RTGS shall be considered to have been received by the Developer only when the amount of such cheque/demand draft/pay order/RTGS is credited in the account of the Developer. In the event any cheque /demand draft/pay order submitted by any Allottee is returned unpaid, the Allottee shall have to

pay, along with the unpaid amount, an additional amount of Rs. 1000/- (Rupees Five One Thousand only) along with all taxes as may be applicable..

**7.4 Tax Deducted At Source (TDS):** While making each Payment, the Allottee, if applicable, shall deduct TDS under section 194-IA of the Income Tax Act, 1961 @1% (or any amendment thereof) on the instalment amount being paid and deposit the same TDS Certificate with the developer. Where the Allottee pays the Developer after deducting the TDS but fails to deposit TDS amount with the Central Government the Allottee shall be deemed to be Defaulter Allottee under the Clause 6 of this GTC.

**7.5 Taxes:** The Developer shall periodically intimate to the Allottees, on the basis of certificates from a Chartered Accountant, the amount payable as proportionate share of all applicable taxes and the Allottees shall make payment within 30 days from the date of such written intimation. All the applicable taxes shall be payable by the Allottees as and when demanded by the Developer and such taxes will not be refunded to the Allottees in any event including cancellation of Allotment by the Allottee or the Developer.

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(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

**7.6 Time is of Essence:** Time to make all the Payment in accordance with the Payment Schedule/Payment Notices shall be of essence.

**7.7 Preferred Location Charges:** In case an Allottee does not get Apartment with preferential location, the Preferred Location Charges shall be returned to the Allottee by the Developer with interest calculated @ 10% (Ten per cent) per annum from the date of the payment of such amount to the Developer till the date such amount is returned to the Allottees. Alternatively, the Developer shall have the right to adjust such refund along with applicable interest with any outstanding amount payable or with the balance Total Payable Amount.

**8. Default by Allottee:**

In the event any Allottee defaults in making any of the Payments within the due dates mentioned in Payment Schedule/Payment Notice (the "Defaulted Amount") or violates any of the terms hereunder or does not comply or refuses to abide by any of its covenants hereunder or in the Allotment Letter, then such an Allottee will be deemed to be in default (the "Defaulter Allottee") and the Developer shall be entitled to:



**8.1 Interest:**

If the default be non-payment, interest on the Defaulted Amount at the rate of 15% (Fifteen percent) per annum from the due date of its payment till the entirety thereof together with interest thereon is paid by the Defaulter Allottee. The Developer shall be entitled to adjust/appropriate payments made by any Allottee first against interest payable or due or any outstanding dues under any head(s), if any then remaining unpaid by such Allottee, and then towards the instalment payments and the Allottees shall be deemed to have authorised the Developer to do so.

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(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

**8.2 Cancellation:**

Cancel the Agreement for Sale/Allotment if the default be non-payment and the Defaulted Amount along with interest thereon under Clause 8.1 is not paid within 3 (three) months of the due date of its payment and, if there be any other default, the Defaulter Allottee does not rectify the same within 3 (three) months from the date of notice of the Developer asking the Defaulter Allottee to rectify the same.

**8.3 Effect of Cancellation:**

In the event the Developer cancels the Allotment, it will refund without interest all amounts received from such Defaulter Allottee after deducting there from 10% (Ten percent) of the Base Price and all interests, if any, due from such Allottee as and by way of agreed liquidated damages. Upon such cancellation, the Allottee shall have no right or interest in the Apartment and the Developer shall be discharged of all its liabilities and obligations under this Apartment GTC towards such an Allottee whereupon the Developer shall have the right to deal with the Apartment in any manner in which it may deem fit as if that Allotment had never been made. In the event the Developer elects to cancel the Allotment any amount which is found to be refundable to the Allottee over and above the amounts retainable by the Developer as aforesaid, shall be refunded by the Developer within 30 (thirty) days from the date of cancellation by cheque encashable at Durgapur and sent to the Allottee by registered post to the last disclosed address of the Allottee where after the Allottee shall have no claim as against the Developer.

**9. Joint Allottees:**

If there are joint Allottees for one Apartment (the "**Joint Allottees**"), then all of them will be jointly and/or severally liable for payment of the Total Payable Amount and due compliance and performance of the terms and conditions of this Apartment GTC as also of the Allotment Letter. Service of notice on any of the Joint Allottees shall be deemed to be a properly served notice on all the Joint Allottees. In case of joint Allottees, any document signed/accepted/acknowledged by any one Allottee shall be binding upon the other Allottee. In the event any of the Joint Allottees fails and/or neglects, for any reason whatsoever including, but not restricted to, death or non-traceability, to make timely payments of the Total Payable Amount and the other or others of them is/are ready and willing to make such payment, the Developer shall be at liberty to accept such other or others amongst the Joint Allottees to be the sole Allottee or the fresh Joint Allottees, as the case may be, and complete the transfer of the Apartment in favour of such of sole Allottee or fresh Joint Allottees, as the case may be.

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(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

#### **10. Completion of Construction**

The Developer will complete construction of the Tower concerned by 31.12.2020, with another 6 (six) months grace period, save delay due to Force Majeure Events (please see clause 20) or due to failure by the Allottee to timely pay any payables under this Apartment GTC or any failure on the part of the Allottees to abide by any of the terms and conditions of the Agreement for Sale/Allotment Letter and this Apartment GTC.

#### **11. Transfer of the Apartment:**

The Developer will transfer to the Apartment Acquirers by a registered deed (the "**Transfer Deed**") the following:

- 11.1** The Apartment; and
- 11.2** The Car Parking Space and/or Two Wheeler Parking Space, as the case may be; and
- 11.3** The undivided proportionate and impartible share in the land beneath the Tower in which the Apartment is located; and
- 11.4** The undivided proportionate and impartible share of the Tower Common Portions mentioned in Part-I of Schedule-B in which the Apartment will be situated to be used and enjoyed in common with the occupiers of other

Apartments of that Tower and which proportion shall be in proportion to the Apartment Area will bear to the aggregate area of all the Apartments in that Tower; and

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(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

**11.5** The right to use of all the areas appurtenant to the Tower and such other areas of the Complex mentioned in Part-II of Schedule-B (the "Complex Common Portions") and its Infrastructure to be used and enjoyed in common with the other **BAGARIA BUILDCON PVT. LTD. (NILKANTHA APARTMENT)**.

**12. Registration of Transfer Deed:**

**12.1** The Transfer Deed of the Apartment will be executed and registered in favour of the Allottee after the same has been constructed and all payments then due and payable by the Allottee to the Developer stands paid by the Allottee.

**12.2** The Developer shall serve upon the Allottee a notice in writing for execution and registration of the Transfer Deed on or within a date to be notified in such notice and the Allottee shall abide by the same. In any event, if the Transfer Deed is not executed and/or registered within 6 (six) months from the notified date for defaults of the Allottee, the Developer shall have the right to cancel the Allotment in accordance with Clause 8 above and all the consequences of Clause 8 shall follow.

**12.3** The stamp duty and registration charges (as applicable at the time of Registration) and the documentation charges or legal fees (@ 1% of the Price), and all other costs of and incidental to the conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the taking over of possession of the Apartment by the Allottee as ascertained and fixed by the Developer. The same shall be paid by the Allottee within 15 (fifteen) days from the date of demand by the Developer.

**12.4** The Agreement for Sale and Transfer Deed will be drafted by the Solicitors/Advocates appointed by the Developer and the same shall be in such form and shall contain such particulars as may be approved by the Developer. No request for any changes whatsoever in the Agreement for Sale and/or Transfer Deed will be entertained unless such changes are required to cure any typographical or arithmetical error.

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(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

**13. Rights and Exceptions:** The Transfer shall be together with but subject to:

**13.1 Mutual Easements:**

The mutual easements necessary for common user and enjoyment of the Tower and the Complex Common Portions by all the Apartment Acquirers as mentioned in **Schedule-E**.

**13.2 Rights of the Developer:**

The rights reserved to the Developer shall be and deemed to be to:

**13.2.1** Make variations, additions and/or alterations in the Building Plan in accordance with applicable laws.

**13.2.2** Construct additional floors on the Towers upon obtaining necessary permissions therefore, including the consent of the majority of the Apartment Acquirers.

**13.2.3** Transfer and/or alienate such further developed portions.

**13.2.4** Acquire in phases any adjacent or contiguous land to the Project Land (the "**Adjacent Land**").

**13.2.5** Amalgamate the Adjacent Land to the Project Land to construct in phases other building or buildings on such Adjacent Land (the "Additional Buildings") and the acquirers of spaces in the Additional Buildings (the "Other Unit Owners") will also be entitled to the benefits of all the Complex Common Portions and the Apartment Acquirers shall be deemed to have consented to the same.

**13.2.6** Have the right of passage through all the common/open areas, driveways and passages of the Complex as also the right of usage of Complex Common Portions as well as all its connections including, without limitation, the drainage, sewerage, water lines, electric and telecommunication cablings to the Adjacent Land without any hindrance or obstruction from any of the Apartment Acquirers provided that any maintenance costs therefor shall be contributed proportionately.

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(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

- 13.2.7** Make available the facilities in the Complex to the Adjacent Land, the Other Unit Owners and vice versa.
- 13.2.8** Use and move over all the common/open areas, driveways and passages of the Complex along with men, materials, vehicles, servants, agents and licensees even after completion and registration of the Transfer Deeds.
- 13.2.9** Make available the facilities in Complex to the acquirers/occupiers of the Shopping Space and vice versa.
- 13.2.10** Install or have set up hoardings, communication towers, VSAT, dish or other antennas for mobile phones or any other communication or satellite system anywhere within the open areas of the Complex or on the roof of the Towers as also to grant or assign such rights to third parties without requiring any recourse to any of the Acquirers.

**14. Transfer of Apartment by Apartment Acquirers:**

After the Apartments have been transferred to their respective Acquirers, the Apartment Acquirers shall have the absolute right to transfer their right, title and interest in their respective Apartments subject to the transferees agreeing to be bound by all the terms, conditions and covenants contained in the Agreement for Sale/Apartment GTC and the Transfer Deed that will be binding on all the Acquirers save that no Apartment Acquirer shall, if it has any Parking Space transfer the same singly to any other person unless such person is also acquiring the Apartment of the concerned Apartment Acquirer or such person already owns an Apartment in the Complex.

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 (Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

**15. Possession of Apartment:**

**15.1** Based on the present plans and estimations, the Developer shall complete construction and handing over possession of the Apartment within 36 months from the date the Agreement for Sale is executed, with another 6 (six) months grace period, save delay due to Force Majeure Events (see Clause 23) or due to failure by the Allottee to timely pay any part or portion of the Total Payable Amount or any failure on the part of the Allottees to abide by any of the terms and conditions of the Agreement for Sale, Allotment Letter and this Apartment GTC or any delay in obtaining

electricity and/or water connections and on happening of any or all of such events, the Allottees shall be deemed to have granted extension to the Developer for completion of the construction of the Property.

**15.2** The Developer shall serve upon the Allottee by registered post with acknowledgement due/email/courier, a notice in writing (“**Possession Notice**”) to take over possession of the Apartment within 15 (Fifteen) days from the date of the Possession Notice (“**Possession Period**”). It will not be necessary for the Developer to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter.

**15.3** Upon the Allottees complying with all provisions, formalities, documentation, etc. as may be prescribed by the Developer in this regard and provided the Allottee is not in default of any of the terms and conditions of Allotment, the Developer shall give possession of the Apartment to the Allottee on a date (“**Possession Date**”) mutually agreed but within the Possession Period specified.

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(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

**15.4** If the Allottee, for whatsoever reason, fails and/or neglects to take possession of the Apartment within the Possession Period, the Allottee shall be deemed to have taken possession on the 25th day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the Possession Date.

**15.5** On and from the Possession Date:

**15.5.1**      The Apartment shall be at the sole risk and cost of the Allottee and the Developer shall have no liability or concern thereof;

**15.5.2**      The Allottee shall become liable to pay the maintenance and other charges and deposits in respect of the Apartment on and from the Possession Date.

**15.5.3**      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 Project

Land, Tower Common Portions and Complex Common Portions (“**Common Portions**”) shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.

**15.5.4** All other expenses necessary and incidental to the management and maintenance of the Project.

**15.6 Permissive Possession:**

At its sole discretion, the Developer may allow any Allottee 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 Allottees provided that such access will be availed in accordance with such instructions of the Developer and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons therefore.

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(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

**15.7 Failure to take Possession by Apartment Acquirer:**

If any Apartment Acquirer fails to take actual physical possession of the Apartment within 60 (sixty) days from the Possession Date, the Apartment Acquirer shall become liable to pay to the Developer RS 1.50 (one rupee fifty paisa) per square feet of Apartment Area for each month of delay in taking possession as holding charges (“**Holding Charges**”).

**15.8 Default by the Developer**

Subject to the Force Majeure Events, the Developer shall be considered under a condition of default, if it fails to deliver on any of the following milestones:

**15.8.1** Developer delays the construction and misses two consecutive construction linked milestones and their associated time lines as provided in the Payment Schedule; or

**15.8.2** Developer changes the Building Plan substantially without the prior written consent of majority of the Allottees; or

**15.8.3** Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects.

In case of default by Developer under the conditions listed above, the Allottee shall be entitled to:

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(Signature of Sole/First Applicant) (Signature of 1st Joint Applicant) (Signature of 2nd Joint Applicant)

- (i) Stop making any more payments to Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement for Sale/Allotment by giving 60 (sixty) days notice to the Developer; in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with simple interest @ 12% (twelve per cent) per annum within 45 (forty five) days from the expiry of the 60 (sixty ) days notice period by the Allottee; or
- (iii) Where the Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified and the Allottee does not exercise termination option, the Developer shall pay to the Allottee simple interest @ 10% (ten per cent) per annum for the period commencing on and from the day immediately following the expiry upto 31.03.2023 actual handing over of possession of the Apartment to the Allottee. Such interest shall be paid within 30 (thirty) days from the date possession is so handed over to the Allottee.

**16. Encumbrances:**

The Developer will be entitled to create encumbrances in respect of the Project Land or any part thereof for obtaining finance or other facilities for the Complex but subject to the condition that the Apartment shall be free from all encumbrances at the time of execution of Transfer Deed and the Allottees will be deemed to have consented to the same and none of them shall raise any objection in this regard.

**17. Maintenance and Management:**



The Developer shall be responsible directly or through its authorized/nominated representative for and in charge of the maintenance, management and operation ("**Maintenance**") of the common areas and facilities of **BAGARIA BUILDCON PVT. LTD. (NILKANTHA APARTMENT)** till formation of association of **NILKANTHA APARTMENT ("Association")**.

The Developer shall have the sole discretion of identifying the common areas and facilities within **NILKANTHA APARTMENT** which shall fall within the scope of Maintenance by the Developer/Association. Simultaneously with registering the Transfer Deeds, the Apartment Acquirers shall sign and execute all such forms, applications and/or documents/agreements, as be required, for the Maintenance to be carried on by the Developer/Association. On and after formation of the Association, the Maintenance shall be handed over to the Association. The Developer/Association shall: (i) Control: Take control and remain in control of the Complex Common Portions. (ii) Maintenance: Carry on the Maintenance of the Complex Common Portions and render the common services to the Tower and Complex in general till the formation of the Association. (iii) Maintenance Charge: Receive, realise and collect the Maintenance Charges from the Acquirers in the manner mentioned in Schedule-F. (iv) Rules for Common Enjoyment: Besides the Common Rules mentioned in Schedule "G" regarding the use and enjoyment of the Apartment and the Common Portions, frame such other rules and regulations as also alter and modify them, if circumstances so demands.

**18. Costs of Maintenance:**

**18.1** The Allotees shall be liable to remit the proportionate maintenance charges ("Maintenance Charges") with respect to their respective Apartments and for the common expenses for the operation, management, maintenance, repairs, replacements and/or renovation of the Common Portions to be calculated at the rate to be determined by the Developer or the Association, as the case may be, which shall be in proportion to Apartment Area.

**18.2** Payment of the Maintenance Charges will be made in advance before the 7th day of the month for which the same is payable. The initial amount of the same will be provisionally assessed by the Developer and the Apartment Acquirers will pay the same to the Developer till such time the Association is not formed and the management and control of Complex is not handed over to the Association by the Developer.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**18.3** The allottees will pay in advance the maintenance charges @ Rs.1.50 + 0.50 per sqft or at actual whichever is higher and deposit 12 months of charges calculated @ Rs. 1.00 + 0.50 per sqft per month as advance maintenance charges along with the final payment. Developer will maintain the Project for initial 12 months and then hand over the maintenance of the Project to the Owner's Association.

**19. Rates and Taxes:**

All rates, taxes and impositions on the Tower where the Apartment is situated and for the Complex as from the Possession Date until the same are separately assessed shall be borne and paid in proportionate shares by the Apartment Acquirers (the "**Tax Share**") on a monthly or such periodical basis and according to such estimates as be decided by the Developer and the Association after its formation.

**20. Handing over to the Association:**

The Developer shall hand over the management and control of the Common Portions of the Complex and the entirety of the Deposits to the Association after its formation who shall thereafter hold the same in trust for the Acquirers.

**21. Deposits:**

The Developer and the Association after it shall utilise the Deposits mentioned in **Part-II of Schedule-D** only for the purpose for which the same has been paid and for none other save with the prior consent of 80% (eighty percent) of the Acquirers. However, before transferring it to the Association, the Developer shall be entitled to adjust all outstanding, if any, receivable from any Apartment Acquirer against the Deposit of such Apartment Acquirer.

**22. Maintenance Default:**

In the event any Apartment Acquirer fails or neglects (the "**Defaulter Apartment Acquirer**") to pay any of the amounts payable for Maintenance (the "**Maintenance Default Amount**") within the stipulated time therefor or violates any of the Common Rules, then and in such an event:

**22.1 Interest:** The Defaulter Apartment Acquirer shall pay interest at the rate of 15% (fifteen percent) per annum compounded monthly on the Maintenance Default Amount or any unpaid amount thereof till such time the entirety of the Maintenance Default Amount is paid.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**22.2 Withholding Utilities:** The Developer or the Association, as the case may be, shall be entitled to withhold supply to the Defaulter Apartment Acquirer and/or to its Apartment any of the facilities, including without limitation, usage of the lift.

**22.3 Continuation of default:** If such default continues for more than 3 (three) months then:

**22.3.1 Rent:** The Developer or the Association, as the case may be, shall be entitled to the rents accruing from the Apartment of the Defaulter Apartment Acquirer if the same has been let out and/or is under tenancy and/or lease.

**22.3.2 Bar on Transfer:** The Defaulter Apartment Acquirer shall not be entitled to sell, transfer, alienate, assign, encumber, create any third party interest or part with possession of its Apartment or any part or portion thereof till such time all amounts payable are fully paid and/or liquidated with interest as agreed upon.

**22.3.3 Negative covenant:** The restrictions mentioned above, that can be imposed upon the Defaulter Apartment Acquirer, shall also operate as negative covenants of the Defaulter Apartment Acquirer as its undertaking and be enforceable in law.

**22.3.4 First Charge:** In the event of sale and transfer of its Apartment by the Defaulter Apartment Acquirer, the Developer or the Association, as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realisation and/or recovery of the Maintenance Default Amount together with interest accrued thereon.

**23. Force Majeure:**

“Force Majeure Events” shall include the following:

- a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and / or not directly involving India;

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- c) Riot, commotions or other civil disorders;
- d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:
- e) Any act, regulation or restraint constituting a change in law;
- f) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
- g) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- h) any local issues which may hamper the implementation of the Project;
- i) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- j) Epidemic, famine or plague;
- k) Radioactive contamination or ionizing radiation;
- l) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- m) Any prohibitive order of any statutory authority, Government, judicial or quasi-judicial authority;
- n) Strike, lockout or other labour difficulties; and
- o) Any event beyond the control of the Developer.

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(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

If, however, the completion of the Apartment is delayed due to the Force Majeure Events then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure Events are not of a nature which makes it impossible for the Allotment to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to construct the Complex/Project due to Force Majeure Events, then the Agreement for Sale/Allotment shall stand terminated as if it has been terminated with mutual consent..

**24. Covenants of the Apartment Acquirers:**

The covenants of all the Apartment Acquirers with the Developer and through the Developer with all the other Apartment Acquirers shall be and are deemed to be that they shall:

**24.1 Partition:**

Not partition the Apartment.

**24.2 Restriction on Construction:**

Not make any construction in the Apartment, permanent or temporary, that may structurally endanger the Tower in which the Apartment is situate or which may inconvenience the other occupiers of the Tower.

**24.3 Verandas:**

Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Developer.

**24.4 Parking Space:**

Use the Parking Spaces for parking of cars or two wheelers only and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone independent of the Apartment.

**24.5 Court Orders:**

Not have any receiver appointed in respect of the Complex or the Tower or obtain any injunction order restraining the Developer in any manner.

**24.6 Payments:**

Make timely and regular payment of the Maintenance Charges and other amounts payable to the Developer or the Association, as the case may be, for use of the infrastructure and of the charges for other facilities from the Possession Date.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**24.7 Obstruct Easements:**

Not obstruct in any manner the inner roads of the Complex.

**24.8 Breach after Possession:**

Not use or permit to be used any of the facilities and/or utilities of the Tower or Complex in case the Apartment Acquirer breaches any of the User Rules till such time the breach continues.

**24.9 Observance of Rules:**

Accept and observe all rules for common use and enjoyment of the Apartment mentioned in **Schedule-G** (the "**Common Rules**").

**24.10 Amendment of Rules:**

Allow the Developer or the Association, as the case may be, to make, amend or make such further and/or other rules than those contained in the Common Rules, regarding construction of the various parts of Complex, their enjoyment and other related issues.

**24.11 Transfer by Acquirers:**

Ensure, in the event the Apartment Acquirer transfers its Apartment, that its transferee abides by all the covenants of the Apartment Acquirer contained hereunder or otherwise.

**24.12 Further assistance**

From time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Developer may require in the interest of the Project. In case of joint Allottees, any document signed/accepted/acknowledged by any one Allottee shall be binding upon the other Allottee.

**24.13 Finance by Allottees**

Remain bound by this Apartment GTC whether or not they have been able to obtain financing for the purchase of the said Apartment since the Allottee's obligation to purchase the Apartment pursuant to this Apartment GTC shall not be contingent on the Allottee's ability or competency to obtain financing.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**24.14 Others**

- (i) The Allottee understands that the layout plans and Building Plans, approximate areas of the Apartment, specifications of the materials proposed to be used and facilities and components are all subject to change, modification and/or variation. The Developer may affect such variations, changes, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, deem appropriate and fit or as may be directed/allowed by any Government authority. However, the area of the Apartment may increase or decrease upto a maximum of 2% (two percent) of the Apartment Area mentioned in the Application Form for which no claim will be entertained. Though the Developer shall endeavour to provide the Specifications, the Developer shall at its sole discretion change such Specifications to other brands of the equivalent or better quality, without intimation to the Allottee and the Allottee shall not object to such changes in the specifications. If due to such changes in Specifications and/or in the Apartment Area, the Total Price Payable increases, the Allottee shall be bound to pay such increase on demand by the Developer without any demur or protest, failing which the Developer shall be at liberty to cancel the Allotment and refund the amounts till then received after deducting an amount equal to 5% (five percent) of the Base Price. If due to such changes in Specifications and/or in the Apartment Area, the Total Price Payable decreases, the Developer shall be bound to refund or adjust with any outstanding such decrease under intimation to the Allottee.
  
- (ii) Due to any operation of law or any statutory order or otherwise as may be decided by the Developer, if any part the Project/respective Towers is discontinued or truncated then the Allottee, if affected by such discontinuation or truncation, shall have no right of compensation from the Developer save and except obtaining refund of the whole or proportionate part (depending upon the extent as decided by the Developer at its sole discretion to which the Allottee is affected due to such discontinuation or truncation) of the amounts till then received from the Allottee together with simple interest at the then prevailing rate applicable to savings bank account of nationalized banks.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- (iii) The Allottee may be required to execute, if necessary, a formal agreement for sale within 15 (fifteen) days of being required in writing to do so by the Developer. The Allottee shall also be required to execute such further documents as may be stipulated by any law applicable.

**24.15 Breach of Covenant:**

In the event any Apartment Acquirer breaches any of the Common Rules then:

**24.15.1 Damages:** Such Apartment Acquirer will pay such damages (the "**Damages**") on demand as ascertained by the Developer or the Association, as the case may be, for such breach within the due date mentioned in the demand.

**24.15.2 Interest:** If the Apartment Acquirer concerned fails to pay the Damages within the due date for such payment, such Apartment Acquirer will pay interest at the rate of 18% (Eighteen percent) per annum on the Damages from its due date till its entirety together with interest thereon is paid.

**24.15.3 Stoppage of Use:** If any sum due as maintenance or other charges, including the Damages and/or the interest thereon is not paid within 60 (sixty) days from the due date of payment, till such time the entirety of the sum due and the interests thereon are paid, the Apartment Acquirer concerned shall not use any of the Utilities & Facilities in the Tower and the Complex including, but not restricted to, the roads, the water supply, the Club and electricity and in such event such an Acquirer will be deemed to have authorised the Developer to discontinue any or all of these Facilities & Utilities.

**25. Finality of Architect's decision:**

In all matters relating to construction of the Towers and/or the Complex in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the architect of the Complex (the "**Architect**") shall be final and binding and the Allottees/Apartment Acquirers shall not dispute the same or raise any objection thereto.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)



**26. Obstruction to construct:**

In no circumstances whatsoever the Allottees or the Apartment Acquirers shall do any act, deed, matter or thing whereby the construction of any of the Towers or development of the Complex in general , of the Adjacent Land or the Additional Buildings is in any manner whatsoever, hindered, obstructed or impaired with.

**27. Statutory Alteration:**

If any alteration in the Complex is required by the Governmental or statutory authorities or any other authority then the Developer may do so with prior consent of majority of the Allottees/Apartment Acquirers in case such alteration etc is substantial.

**28. Defect in workmanship:**

After the Possession Date no Apartment Acquirer will have any right or claim against the Developer, except for defective workmanship, if any, of the Apartment if proved to the satisfaction of the Architect. Such warranty shall continue for a period of 1 (one) year from the Possession Date. If within the period of 1 (one) year any defect is proved to the satisfaction of the Architect the same will be remedied at no extra cost to the Apartment Acquirer concerned.

**29. Remaining Apartments:**

The right of the Allottees/Apartment Acquirers will remain restricted to the particular Allotted Apartment intended to be acquired and all the unsold Apartments will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.

**30. Mutation:**

The Apartment Acquirers shall have their respective Apartments separately mutated and assessed for the Rates and Taxes at their own costs and expenses with all authorities concerned.

**31. Rates and Taxes:**

Till such time the Mutation is complete and separate bills for the Rates and Taxes in respect of the Apartments are raised by all authorities concerned in the names of the respective Apartment Acquirers, they shall pay all rates, taxes and other outgoings in respect of their respective Apartments and those in respect of the Common Portions proportionately to the Developer or the Association, as the case may be, provided however that if any additional amount be payable due to user or rental income of any Apartment then the same shall be paid exclusively by the Apartment Acquirer concerned.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**32. Extension of Dates:**

All dates mentioned herein and/or elsewhere in writing shall stand extended by the period for which the Developer may become unable to fulfil its obligations for intervening Force Majeure events or for reasons attributable to the Apartment Acquirers or for reasons beyond its control.

**33. Modification of the GTC:**

The Developer reserve the right to anytime alter or modify as also to add to the terms and conditions contained herein if so advised by the Architect or otherwise and the Allottees/Apartment Acquirers shall accept these without any demur and also abide by and be bound by the same.

**34. Payment:**

All payments to be made hereunder by the Allottees/Apartment Acquirers will be made in Indian Rupees, by Cheques/Pay Orders/Demand Drafts/RTGS drawn in favour of the Developer payable only at Raniganj If any payment is made in any Foreign Currency, such shall be subject to the exchange rate prevailing on the date of its receipt and the net amount should be adjusted.

**35. Bar to Oral Agreement:**

In no event any of the Allottees/Apartment Acquirers will be entitled to set up any oral agreement as against the Developer.

**36. Developer's Right to Assign:**

The Developer may assign or delegate all or any of its rights and obligations hereunder including those as Trustees for the Apartment Acquirers to any other person or persons as it may deem fit to which the Apartment Acquirers shall not raise any objections of any nature whatsoever.

**37. Correspondence:**

The Developer will dispatch all correspondence to the Allottees/Apartment Acquirers at the addresses as recorded with the Developer. The Allottees/Apartment Acquirers must intimate to the Developer at its Registered Office in writing the change in their address, if any, and obtain acknowledgement for such change. In case of joint Allottees, the Developer shall send all communication to the Allottee whose name will appear first in the Application Form and a communication served on that person shall for all purposes be considered as served on all of the joint Allottees.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**38. Acceptance:**

Payment made by an Allottee in terms of the Allotment Letter and the Apartment GTC shall be deemed to be acceptance by such Allottee of all the terms and conditions of the Allotment Letter and the Apartment GTC.

**39. Words in Headings and Brackets:**

The words used in bold in the heading of any Clause or SubClause or within brackets herein will have the meaning assigned to them in such Clause, SubClause or bracket, unless repugnant to the context.

**40. Arbitration:**

All disputes relating to this GTC or the Allotment shall be referred to the arbitration of a sole arbitrator (the "Tribunal") to be mutually appointed by the Allottee and the Developer. The arbitration will be held in Kolkata and its language shall be English. The Tribunal may dispense with such procedures that are permissible. The Award of the arbitrator shall be final and binding upon the Parties.

**SCHEDULE- A  
[PROJECT LAND]**

ALL THAT piece and parcel of land containing by measurement in an area of **In the Dist. of Burdwan, Sub-division Durgapur, under P.S. Coke Oven, A.D.S.R. Office Durgapur, Mouza Gopinathpur, J.L. No-85, LR Khatian no-5743, R.S Khatian no-737 & 739 C.S. & R.S. Plot No. 1402 (One thousand four hundred two), corresponding to L.R. Plot No. 6725, Classification Danga now fit in Bastu, area 32 Katha (Thirty Two Cottah) and C.S. & R.S. Plot No. 1404 (One thousand four hundred four), corresponding to L.R. Plot No. 6725, Classification Bastu, Area 50 Cottah more or less.**

**In the above mentioned two Plots measuring an aggregate area of more or less 82 (Eighty two) Cottahs is detailed below.**

the property is butted and bounded as follows :-

<b>ON THE NORTH</b>	R.S. Plot No. 1403.
<b>ON THE SOUTH</b>	40'ft. wide R.S. Road.
<b>ON THE EAST</b>	Land of Somenath Chatterjee.
<b>ON THE WEST</b>	R.S. Plot No. 1405.

The pieces/plots of lands are adjacent to each other and form a contiguous plot of land.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

**OR HOWSOEVER OTHERWISE** said land is butted bounded, delineated, distinguished, known and numbered.

**SCHEDULE-B**  
**[COMMON PORTIONS]**  
**Part-I**  
**[TOWER Common Portions]**

1. Entrance and Lobby, service room, toilets in ground floor of each tower, Electrical Room, Care taker room , connecting corridors in Ground Floor of each tower., the staircases from the ground floor up to the roof terrace, mummy rooms , vent shafts and the area earmarked as common on ultimate roof of the Tower.
2. Elevators in each Tower.
3. The equipments in connection with installations of the elevators, including the pits and rooms.
4. Water Collection system consisting of underground water tank, water lifting system to reservoir and water distribution system from reservoir or overhead water tank consisting of pumps, distribution pipeline network, valves and electrical power supply and system applicable for Sewer and Drainage and waste pipes network from the Apartments and the common areas to dedicated collection pit(s) at Ground floor level.
5. Storm water drainage pipes from Roof/balconies/ledges to dedicated collection pit(s) at Ground floor level.
6. Fire fighting system as installed in the Tower.
7. Electrical wirings and fittings and fixtures for lighting in the entrance lobby , staircase lobby, the other common areas inside the tower for operating lifts, pumps, motor, distribution boxes, meters or any other common equipment installed in the Tower, Including all electrical ducts. Generator for operation of elevators, lighting of the common areas, and common utilities of the Towers.
8. The tower façade and the BMU (Building Maintenance Unit).

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

9. All areas in the ground Floor excluding the parking space and service areas as mentioned.
10. Any other services relating to servicing the residents/ occupiers in common and not the other segments

**Part-II**  
**[Complex Common Portions]**

1. Ancillary structures such as Pump room, Guard room, etc.
2. The water pump(s), the pump room, water reservoirs, tube-wells, and the distribution pipes from the same to the units.
3. Firewater reservoir, fire pumps, fire fighting and protection system.
4. The organized or unorganized landscaping (both hard & soft) areas, including fitments, and all accessories.
5. Sewerage Treatment Plant (STP) and disposal system
6. Storm water Drainage network
7. Electrical system from authority and subsequent distribution upto the tower.
8. Common Diesel Generator for operation of water/fire pumps, lifts, sewer/drainage pumps, external essential street lighting and common areas and supply to the individual units.
9. Roads, walkways, installations, signage and visitors parking not exclusive to any Segment.
10. Security Kiosk/ Guard Room and security arrangements not exclusive to any Segment.
11. Such other equipment, machinery or facilities as to be required for the Owners of any particular Segment only or for the use of any group of persons owning Units in the Complex or any of its Segments as the Developer decides.
12. Gym and Club

.....  
(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

## SCHEDULE-C

### [SPECIFICATIONS]

<b>Sl. No.</b>	<b>Items</b>	<b>Specification</b>
1.	Structure	RCC Frame structure
2.	Staircase & Lobby	Mix of tiles and stone
3.	<b>Floor finish</b>	
	Living & Dining	Vitrified Tiles
	Master Bedroom	Ceramic Tiles
	Other Bedroom	Ceramic Tiles
	Balcony	Ceramic Tiles
4.	<b>Kitchen Floor</b>	Anti skid ceramic tiles
	Platform	Granite counter ceramic tiled dado upto 2 ft
	Sink	Stainless Steel
5.	<b>Toilet Floor</b>	Anti skid ceramic tiles
	Fittings	Reputed company CP fittings
	Commode	Western Style
	Water Points	Hot and Cold water points and provision for geyser in one toilet.
	Wall	Ceramic Tiles upto 7ft height
6.	<b>Windows</b>	Aluminum Glass Window
7.	<b>Wall Finish Exterior</b>	Weather Coat Paint
	Interior	POP
8.	<b>Electrical Switches</b>	Modular Switches of reputed make
	MCB & MCB DB	MCB of reputed make
	Wiring	Concealed PVC copper wiring
	Telephone points	Living room & Master Bedroom
	TV Point	Provision in Living Room & Master Bedroom
	Geyser	Provision in Master Bed Room Toilet
	Electrical Points	AC points in master bedroom and living dining
DG Power Backup	Adequate DG power backup	
9.	<b>Security System</b>	CCTV cameras at entry lobby
10.	<b>Lift</b>	Lifts of reputed make
11.	<b>Fire Safety</b>	Fire Fighting System as per WBFES Norms
12.	<b>Doors</b>	Flush doors except for toilets.

.....  
(Signature of Sole/First Applicant)

.....  
(Signature of 1st Joint Applicant)

.....  
(Signature of 2nd Joint Applicant)







4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartments Acquirers in common with each other subject however to the other conditions herein.

**SCHEDULE - F**  
**[Common Expenses]**

The expenses of the Common Portions mentioned in Schedule-B will be proportionately shared by the Acquirers as follows:

1. The costs and expenses relating to the Tower shall be borne by all the Apartment Acquirers in the proportion Apartment Area of any Apartment will bear to the area of all the Apartments in the Tower which will include all costs for maintaining the Tower Common Portions of the Tower concerned.
2. Some of the expenses mentioned herein may be common to all the Apartment Acquirers or only to those of any particular Tower as be decided by the Developer or the Association, as the case may be.
3. The expenses for maintenance, operation, and renovation etc. of Complex Common Portions shall be borne and paid by the Apartment Acquirers to the extent and in the manner the Developer or the Association, as the case may be, may decide.
4. The expenses shall, inter-alia, include the following:
  - i. Maintenance: All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Complex Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
  - ii. Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Developer or the Association, as the case may be, for managing and maintaining and security of the Common Areas and Facilities and Utilities of the Complex.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- iii. Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- iv. Insurance: Costs towards payment of premium for insuring the Towers, Tower and the Complex Common Portions.
- v. Rates, taxes and outgoings: All rates, levies, taxes, lease rent or fees that are to be paid by the Developer or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
- vi. Others: Any other expenses incurred by the Developer or the Association, as the case may be, in respect of the Complex and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

**SCHEDULE-G**  
**[Common Rules]**

1. The Apartment Acquirer shall not:
  - 1.1 Damage the Tower or the Complex Common Portions or any of the other Apartments by making any alterations or withdrawing any support or otherwise.
  - 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked therefore.
  - 1.3 Place or cause to be placed any article in any of the Common Portions.
  - 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Complex.
  - 1.5 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- 1.6 Use the Parking Space, for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner.
- 1.7 Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Apartment save at the places provided therefore provided that the Apartment Acquirer may display a small and decent name-plate outside the main door of the Apartment.
- 1.8 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or in any of the Common Portions which may be injurious or obnoxious to the other acquirers/occupiers of the Complex or such articles which are so heavy as to affect or endanger the structure of the Tower or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.
- 1.9 Hang from or attach to the beams or the rafters of any part of the Apartment or the Tower any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Tower or any part thereof.
- 1.10 Do or cause to be done anything which may cause any damage to or affect the Tower, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartment Acquirers.
- 1.11 Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Tower or other parts, without approval of the Developer or the Association, as the case may be.
- 1.12 Affix any or install any antenna on the ultimate roof of the Tower or any open terrace that may be part of any Apartment or in its windows.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them.
- 1.14 Install any air-conditioner, except in the approved places.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Apartment without approval.
- 1.16 Make any internal addition, alteration and/or modification in of about the Apartment save in accordance with the then existing statutory Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Developer or the Association, as the case may be.
- 1.17 Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Tower in which the Apartment is situated.
- 1.18 Alter the outer elevation of the Tower or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Towers.
- 1.20 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Tower and/or the Complex.
- 1.21 Restrict the full and unrestricted enjoyment of the Easements described in Schedule-E to any other owner/occupier of the Tower.
- 1.22 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Apartments or the Tower or cause the premium for the insurance to be increased.
- 1.23 Question the quantum of any amount levied upon the Apartment Acquirer by the Developer or the Association, as the case may be, in terms of this Apartment GTC.

**2. The Apartment Acquirers shall:**

- 2.1 Maintain the Complex in general and the Tower where its Apartment is situate for the purposes, with the intent and object for which the same is constructed.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- 2.2 Assist the Developer to form the Association of Apartment Acquirers, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association so formed.
- 2.3 Co-operate and assist in all manner with the Developer or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tubewells, generator and/or other installations and/or amenities in the Tower, the Complex and shall indemnify and keep the Developer or the Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer or the Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Apartment Acquirer.
- 2.4 Not to carry any heavy goods and materials in the passenger lifts
- 2.5 Maintain, at their own costs, their respective Apartments in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the State of West Bengal.
- 2.7 Pay the charges for electricity only relating to the Apartment and proportionately relating to the Tower and the Complex Common Portions, Common Areas, Utilities and Facilities.
- 2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after such installation, timely pay all charges and/or deposits to ensure that none of the other Apartment Acquirer or the Developer or the Association, as the case may be, is hindered in any manner for any non or untimely payment.

..... (Signature of Sole/First Applicant)      ..... (Signature of 1st Joint Applicant)      ..... (Signature of 2nd Joint Applicant)

- 2.9 Pay the proportionate rates, charges and fees of the municipality/local authority concerned till such time the Apartment is not mutated and separately assessed by such municipality/local authority and thereafter timely pay all rates and taxes of municipality/local authority to ensure that none of the other Apartments or the Developer or the Association, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.10 Pay such further Deposits as be required by the Developer or the Association, as the case may be, from time to time.
- 2.11 Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses mentioned in Schedule-F as also all other outgoings related to the Apartment, the Tower and the Complex including proportionate expenses relating to the replacement of any equipments.
- 2.12 Keep the Apartment and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.
- 2.13 Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect the structural stability of the Tower.
- 2.14 Use the Apartment, the Parking Space and both the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.15 Sign such forms, give such authorities and render such co-operation as may be required by the Developer or the Association, as the case may be.
- 2.16 Pay, wholly in respect of the Apartment and proportionately in respect of the Tower and the Complex, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Apartment Acquirer shall have the right to claim reimbursement if the same be occasioned due to default by any other person.
- 2.17 Allow the Developer or the Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
- 2.18 Ensure that the entirety of the Complex is maintained in a decent manner.

..... (Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

- 2.19 Pay, and undertake to pay, such damages on demand as ascertained by the Developer or the Association, as the case may be, for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand.
- 2.20 Pay and undertake to pay interest at the rate of 18% (Eighteen percent) per annum in the event the concerned Apartment Acquirer fails or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertake that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the concerned Apartment Acquirer shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the Utilities & Facilities in the Tower including without limitation the water supply, , electricity and lift and hereby authorises the Developer or the Association, as the case may be, to discontinue any or all the Facilities & Utilities.
- 2.21 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

**DECLARATION**

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agreed to abide by the same.

.....      .....      .....  
(Signature of Sole/First Applicant)      (Signature of 1st Joint Applicant)      (Signature of 2nd Joint Applicant)

Name:                                  Name:                                  Name:  
Place:                                  Place:                                  Place:  
Date:                                    Date:                                    Date:

ALLOTMENT LETTER

**Date:**

**To**

**Customer ID No.**

Dear Sir/Madam,

Re: Provisional allotment of Apartment No..... Type ..... having carpet area of ..... Square feet approx on the ..... Floor situated in Tower ..... together with ..... Open / Covered Car Park ('Property') in the complex known as NILKANTHA APARTMENT situate at . CS & RS Plot No.- **1404**, L.R. Plot Nos.- 6725 Bastu of Mouza- Gopinathpur, J.L.No- 85, L.R. J.L. No.-5743, District: Paschim Burdwan, Police Station Cokeoven the State of West Bengal ("Project").

With reference to your application dated ..... for provisional allotment ("Allotment") of the Property, we are pleased to inform you that the "Property" has been provisionally allotted to you on the following terms and conditions:

**1. Details of Property:**

<b>Apartment No.</b>	<b>Floor No.</b>	<b>Apartment Type</b>	<b>Carpet Area (Sqft)</b>	<b>Car/Two wheeler Parking Area</b>	<b>Car/Two Wheeler No. of Units</b>

2. **Price and other charges:** The Price is Rs ..... The Extras & Deposits and Taxes shall be paid as per provisions contained in Apartment GTC and agreed payment schedule.
3. Pursuant to sub-clause 4.7.2 of the Apartment GTC, we are also pleased to enclose a copy of the Agreement for Sale ("**AFS**") for your perusal which you need to execute with us within 30 (thirty) days from the date of this Allotment Letter, i.e. by ..... ("**Due Date**"). The AFS has been drafted by the Solicitor/Advocate appointed by the Company and in terms of Clause 12.4 of the Apartment GTC; no request for any changes whatsoever in the AFS shall be entertained unless such changes are required to cure typographical or arithmetical error.
4. For your ready reference we have set out below the activities you need to strictly comply within the Due Date:
  - (i) Sign all the pages of the AFS and return the same to us within 30 days from the date of issuance of Allotment Letter;
  - (ii) Pay the Allotment Money within 30 days from the date of issuance Allotment Letter.



- (iii) Pay the requisite legal expenses including stamp duty charges and registration costs as applicable and payable by the Allottees for the execution of the AFS.
- 5. The Allotment of the Property shall be governed by the provisions of the AFS, this Allotment Letter as well as by the provisions of the Apartment GTC. The provisions of the AFS and Apartment GTC shall at all times be read as a part and parcel of this Allotment Letter. The words starting in capital letters shall have the meaning respectively assigned to them in the Apartment GTC/AFS.
- 6. The Property shall be deemed to have been provisionally allotted to you only when within 30 (thirty) days from the date of this Allotment Letter
  - (i) the duplicate copy of this Allotment Letter duly signed by you is sent to us,
  - (ii) the AFS is executed by you; and
  - (iii) the Allotment Money as indicated in the enclosed Payment Schedule is paid to us. In case you fail to adhere to the above timeline in fulfilling all the conditions mentioned above, you will be deemed to be a defaulter and the Developer shall issue a notice to you asking to comply with the conditions within 30 (thirty) days from the date of notice, failing which the Application and the Allotment Letter shall stand automatically cancelled/withdrawn. In case of such cancellation/withdrawal, you shall have to make fresh Application for an Apartment (if then available) at the Price then prevailing.
- 7. The timely payment of all installments and the continued compliance by you of the provisions of the AFS/Apartment GTC shall be the essence of the Allotment.
- 8. The Developer shall have full rights, powers and authority at all times to do all acts and things which may be considered necessary and expedient by him for the purpose of enforcing the provision of this Allotment Letter including the provisions of the Apartment GTC and other reservations imposed, if any, in respect of the Property hereby provisionally allotted and to recover from you, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way related thereto.
- 9. Please quote your Customer ID, as set out herein in all your future correspondences with us.
- 10. The Developer reserves the right to suitably amend the above terms and conditions of Allotment in case it is deemed necessary in view of any conditions and/or restrictions imposed by the authorities concerned or any change and/or

amendment or levy of any applicable laws etc. and you shall be deemed always to have consented to such changes or amendments in the terms and conditions.

11. The allotment of the Property shall be provisional and shall remain so till such time a formal Transfer/Conveyance Deed for transfer of the same is executed and registered in your favour.

We look forward to a meaningful association with you.

Thanking You.  
Yours faithfully,  
For Royal Pearl

Authorised Signatory  
I/We hereby accept the above terms and conditions

\_\_\_\_\_  
**Sole/First Allottee**

Date:

Place:

\_\_\_\_\_  
**Joint Allottee**

Date:

Place:

**Price for property**

Charge Name		Amount (INR)
Best Price		
PLC Type		
Covered/Open Car/Two Wheeler Park	No. of Units	
Club Charges		
(All the above charges are exclusive of service taxes)	<b>Total Price :-</b>	

**Extra Charges**

Charge Name	Amount (INR)
Corpus Deposit (IFSD)	
Interest Free Maintenance Security Deposit (IMFSD)	
Electricity Security Deposit (ESD)	As applicable
External Development Charges	
Electricity Service Connection Charges (ESCC)	At Actual
DG Charges (DGC)	

Association Formation Charges (AFC)	On actual
Documentation Charges (DC)	
(All the above charges are exclusive of service taxes)	<b>Total Price :</b>