

**THIS AGREEMENT FOR SALE** made on this ..... day of ..... Two Thousand .....

**BETWEEN M/S. NATURAL MANAVSTHAL PRIVATE LIMITED (PAN AADCN7719H)**, an existing company within the provisions of The Companies Act, 2003 and having its registered office at Premises no. 9A, Lord Sinha Road, P.S. Shakespeare Sarani, P.O. middleton Row, Kolkata 700071, The Promoter of the First Part is represented by its Director/Authorized signatory **SRI MUKESH KUMAR SHARMA (PAN ARKPS6485Q)**, son of Sri Mahesh Kumar Sharma, by faith Hindu, by occupation Business, residing at 5B, Judges Court Road, P.S. & P.O. Alipore, Kolkata-70027 who executes these presents refuge of and being empowered with the Board Resolution dated 12<sup>th</sup> June, 2017 hereinafter called, referred to and identified as the "**PROMOTER**" (Which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include its successors, or successor in interest, nominees, agents, and assigns) of the **FIRST PART AND (1) SRI MANIK CHANDRA BOSE (AEPPB4813B)** son of Late Atal Bihari Bose, by faith Hindu, by occupation retired person residing at Premises no. E/8, North Nilachal, P.O.- Nilachal, Kolkata – 700134, (2) **SRI MALAY KUMAR BOSE (ACIPB8602P)**, son of Late Atal Bihari Bose, by faith Hindu, by occupation Business residing at Premises No. E/8, North Nilachal, P.O. Nilachal, P.S. Airport, Kolkata -700134, West Bengal, (3) **SRI ARABINDA BOSE (ACAPB0246R)**, son of Late Atal Bihari Bose, by faith Hindu, by occupation Business residing at Premises No. 150/2, Kabi Nabin Sen Road, P.S. Dum Dum, P.O.- Nagerbazar, Kolkata – 700028, West Bengal, (4) **SRI DIPAK BOSE (AOBPB6938D)**, son of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Service, residing at Premises No. E/8, North Nilachal, P.O.- Nilachal, P.S. Airport, Kolkata – 700134, West Bengal, (5) **SRI GOUTAM BOSE (AIRPB2758B)** son of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Business, residing at Premises No. E/8, North Nilachal, P.O. Nilachal, P.S. Airport, Kolkata-700134, West Bengal, (6) **SRI ASIT BOSE (BULPB5153P)** son of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Service, residing at Premises No. E/8, North Nilachal, P.O. Nilachal, P.S. Airport, Kolkata-700134, West Bengal and (8) **SMT. SUPRIYA SARKAR (BOSE) (ELEPS5811L)**, wife of Sri Ajay Sarkar, daughter of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Housewife, residing at Sadar Bazar, Barrackpore, P.S. Barrackpore, P.O. Barrackpore, District 24-Parganas (North), West Bengal, hereinafter jointly and collectively called, referred to and identified as the **OWNERS** (which term and/or expression shall, unless excluded by or repugnant to the subject or context, include their respective heirs executors, nominees, administrators, legal representatives and assigns) of the **SECOND PART AND**

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hereinafter collectively called "the **ALLOTTEE(S)**" (PAN ..... ) (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **THIRD PART**.

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

#### **DEFINITIONS:**

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

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XL1 of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- (c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- (d) "**Section**" means the section of the Act.

#### **WHEREAS :-**

- A. The Owners are the absolute and lawful Owners of inter alia **ALL THAT** a portion of land measuring 189.41 Decimals more or less situated at Mouza Bisarpara being L.R. and R.S. Dag Nos. 269, 268, 270, 271 and 307, J.L. No. 5, Resa 89, Touzi No. 172, P.S. Dum Dum presently Airport, District North 24 Parganas, within North Dum Dum Municipality (hereinafter referred to as the "**Said Land**") vide sale deeds and other chain of title as mentioned in Schedule "F" hereto.
- B. The said land is earmarked for the purpose of building a residential project, comprising of multistoried apartment buildings, Car Parking Spaces, etc and the said project shall be known as '**NATURAL CITY BIRATI**'.

- C. The Owners by a registered Development Agreement dated 3<sup>rd</sup> July, 2017 And duly registered with the Office of the Additional Register of Assurance IV Kolkata Book No. I, Volume no 1904-2017, Pages No 280742 to 280834 being No 190407382 for the year 2017, duly appointed the Promoter herein as Promoter to develop the said Project on such terms and conditions as mentioned therein.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The North Dum Dum Municipality has granted the permission to construct vide Building permit no \_\_\_\_\_ dated \_\_\_\_\_ 2019.
- F. The promoter has obtained the sanctioned plan (as hereinabove mentioned) for the project from The North Dum Dum Municipality as also mentioned in the definition **no 1.E ??** of the Schedule **A-1** herein below. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in Definition no 1.E of the Schedule "A-1" and save as mentioned herein below.
- G. The Promoter has given Notice of commencement under the Bengal Municipality Building Rules 2009 vide letter dated \_\_\_\_\_2019 through the Architect of the Project intimating the date of commencement as \_\_\_\_\_2019.
- H. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority bearing Registration No. \_\_\_\_\_.
- I. The Allottee had applied for an apartment in the Project vide application no. ....dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet (built up area whereof ---- square feet (inclusive of the area of the balcony(ies): verandah(s) being ---- square feet))and exclusive right to use the open

terrace/s adjoining the said designated Apartment containing an area of ---- square feet **(??)** more or less, on the ---- side of the --- floor of the ---- block of the building at the said land along with ---- number of ---- car parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Designated Apartment**" more particularly described in Schedule-A and shown in the floor plan Annexed hereto, duly bordered thereon in "**RED**" and marked as Schedule B; ??

- J. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The additional disclosures/details agreed between the parties are contained in Schedule **A.1** hereto.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para I.
- III. **NOW THEREFORE**, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and for other good and valuable consideration, the parties agree as follows:

1. **TERMS:**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Designated Apartment as specified in para 'I'
- 1.2 The Total Price for the said Designated Apartment and appurtenances based on the carpet area is Rs. .... (Rupees..... only) and Taxes of Rs. .... (Rupees ..... Only) ("**Total Price**") (Give break-up and description):-

Block/ Building/Tower no.....	i) Rate of Apartment Rs. .... (i.e. @ .... per Sq.Ft.)
Designated Apartment no. ... Type..... Floor.....	
Cost of common areas	Rs. ....
Cost for preferential location charges	Rs. ....
Cost of exclusive balcony/verandah area	Rs. ....
Cost for exclusive open terrace area	Rs. ....
Total Price (in Rupees)	
Plus present applicable Taxes	The Goods & Service Taxes and any other applicable Tax on the consolidated price shall be payable by the Allottee as per prevalent rate.

Garage/ covered parking-1	Price (in Rs.)
Garage/ covered parking-2	Price (in Rs.)
	+ G.S.T.
Total price (in Rupees)	-----

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**Explanation:**

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

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee; unless increase is attributable to any or omission of the Allottee or unless increase is for the period prior to such completion/ registration.

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Designated Apartment includes recovery of price of land (proportionate share), construction of not only the designated Apartment but also (proportionately) the common areas, internal development charges as per agreed specifications, external development charges as per agreed specifications , taxes, cost of providing electric wiring, electrical connectivity to the designated Apartment, common area and installations, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas, includes cost for providing initial infrastructure in respect of other facilities, amenities and specification to be provided within the Designated Apartment and the Project describe herein at Schedule “D” and Schedule “E” (facilities amenities and specifications).

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C (“**Payment Plan**”).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments as agreed between the parties for the period by which the respective installment has been postponed. The provision



for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Designated Apartment or Project, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act. The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment and Floor allotted to the allottee will remain unchanged.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s) at allotted cost, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted the Allottee after construction of the building is complete and the completion certificate or such other certificate by whatever name called issued by the Competent Authority is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Designated Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the

Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

1.8 Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Designated Apartment/ Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Designated Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas as members of association. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff, Promoter and all persons permitted by the promoter etc., without causing any inconvenience or hindrance to them and as per rules made in this respect. It is clarified that the Promoter shall handover the common areas to the association of allottees and sale of major portion after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the said Designated Apartment includes recovery of price of land (proportionate share), construction of not only the designated Apartment but also, proportionately the common areas, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing electric wiring, electrical connectivity to common areas and installation to the Designated Apartment, lift, water line and plumbing, finishing with plaster of Paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and installations, and includes cost for providing necessary facilities, amenities and specification to be provided within the Designated Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Designated Apartment, subject to the safety guidelines.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with parking rights shall be treated as a single indivisible Designated Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project as per Schedule "D".
- 1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Designated Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages if taken by the Promoter or encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the promoter). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan (if taken by the promoter) and interest thereon before transferring the Designated Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price (i.e. 10% of the total price) of the Designated Apartment until or at the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the payment plan (Schedule C)as may be demanded by the Promoter within the time and manner specified therein.

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

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by any relevant construction milestones (except in case of rebate in installment as mentioned in clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favor of M/S. NATURAL MANAVSTHAL PRIVATE LIMITED payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third

party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Designated Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the Designated Apartment, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Designated Apartment to the Allottee and the common areas to the Association (upon its registration) of the allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities (as per relevant schedules to this agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by The North Dum Dum Municipality Building Rules and shall not have an option to make any variation/ alteration/ modification in such plans or modified plan, other than in the manner provided under this agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

**Provided that** nothing herein contained shall derogate or prejudice or effect the Promoters rights and entitlements with regard to the matter connected to the plan and the addition / alteration thereof as contained in 1.6 hereinabove.

7. **POSSESSION OF THE Designated APARTMENT:**

- 7.1 **Schedule for possession of the Designated Apartment of Flat**—The Promoter agrees and understands that timely delivery of the possession of the Designated Apartment to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within \_\_\_\_\_ with an additional grace period of six months ----- unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate, **Subject to** the terms of the agreement and the allottee making payment of the total price and all other amounts and deposits payable by the allottee to the promoter hereunder and fulfilling all his covenants / obligations herein Provided that, in the absence of the local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate subject to the allottee making payment on the account of stamp duty, registration fees, etc., Provided further that the promoter shall be not be liable to deliver possession of the designated apartment to the allottee nor to execute or cost to be executed any sale deed or any other instrument(s) until such time the allottee makes payment of all amounts agreed and required to be paid hereunder by the allottee and the allottee has fully performed all terms and conditions of this agreement and on the part of the allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

**7.2.1.** It is clarified that the Promoter shall be deemed to have duly complied with all its obligation in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1. above.

**7.3 Failure of Allottee to take possession of Designated Apartment-** Upon receiving awritten intimation from the Promoter as per Para 7.2, the Allottee(s) shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee(s). In case the Allottee(s) fails to take

possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 and all taxes and outgoings relating to this Designated apartment and for all damages to the designated apartment and/or other parts of the building and also the guarding/holding charges @ Rs.10,000/- (Rupees ten thousand only) per month for the designated apartment, plus GST (if applicable) from the date as mentioned in the intimation for possession.

**7.4 Possession by the Allottee-**After obtaining the completion certificate and handing over physical possession of all the Designated Apartment to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association (upon its registration) of Allottees or the competent authority, as the case may be as per the local laws.

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the total price, with applicable taxes) paid for the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee(s) without interest, and without any loss to the Promoter and only out of the amounts received by the Promoter against Sale of the Designated Apartment to any other interested persons. The allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.



- 7.6 Compensation** –The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the allottee, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

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

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

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

- (i) The Owners has absolute, clear and marketable title with respect to the said Land and the promoter has the requisite rights to carry out development upon the said Land and the owners have the absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s)

has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and the title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any requisition with regard thereto.

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in the Land, however for obtaining financial assistance and/or loans from bank financial institutions, NBFC's and other lenders, the promoter/ owner may already have created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charges in respect of the said land or any part thereof, and the allottee hereby consents to the same **Provided However that** at the time of the execution of the deed of conveyance/ transfer in terms hereof, the promoter assures to have the designated apartment released from any such mortgage and/or charge, if any, with intent that the allottee, subject to making payment of all amounts payable hereunder or otherwise and complying with his other obligation herein, will be acquiring title to the Designated apartment free from all such mortgages and charges created by the promoter.
- (iv) There are no litigations effecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Designated Apartment and common areas;

- (vi) The Promoter /the owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;
- (vii) The Promoter/owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the Designated Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the Designated Apartment/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being registration or the Competent Authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Land ;
- (xi) The Promoter/Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and proportionate share attributed to the Designated Apartment thereof till the period mentioned in the intimation to the allottee to take possession of the Designated Apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the Association of Allottee when registered;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

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

9.2 In case of default by the Promoter under the conditions listed above provided the Allottee complies with his obligation under this Agreement, Allottee(s) is entitled to the following:-

- (i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Designated Apartment, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting the booking amount (i.e. 10% of the total price) and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty, registration charges, legal expenses incurred by the allottee and shall be made out of the amounts received by the Promoter against Sale of said Flat to any other interested persons. The allottee shall at his/its own costs and expenses, execute all necessary documents required by the promoter in this regard:

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

**10. CONVEYANCE OF THE DESIGNATED APARTMENT:**

The Owner and the Promoter, on receipt of Total Price of the Designated Apartment as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in common areas within three (3) months from the date of issuance of the occupancy/completion certificate to the Allottee:

Provided that, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three (3) months from the date of issue of occupancy/completion (as applicable) certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter or to pay the total price and other dues to the Allottee, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Promoter is made by the Allottee(s) and the Allottee shall also be deemed to be under condition of default under Clause 7.3 and 9.3 above.

**11. OWNER'S CONFIRMATION :**

The Owners have been made parties to these presents to confirm the Allottee that the owners shall join in as party to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the Designated apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The Owners obligation is limited to transfer of land comprised in the said land , which may either be in favour of the Allottee individually or the Association of the Allottee as may be applicable.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the land comprised in the said land to be carried out in favour of the Association or else, then the deed of conveyance in

respect of the Designated Apartment shall also be executed and registered by the Promoter and the Owner in favour of the Allottee (i.e. sans the proportionate share in common areas and installations and/or the proportionate share in the land comprised in the said land , as applicable)

**12. MAINTENANCE OF THE SAID BUILDING/ DESIGNATED APARTMENT/ PROJECT :**

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the premises common area of the project are contained in house rules hereinafter mentioned and all the allottees of the apartments shall be bound and obliged to comply with the same.

**13. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of completion certificate or handing over possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other persons or in case the allottee, without first notifying the promoter and without giving to the promoter the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the promoter shall be relieved of its obligations

contained in the para immediately preceding and the allottee shall not be entitled to any cost or compensation in respect thereof.

**14 RIGHT TO ENTER THE DESIGNATED APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Association of allottees and/or Maintenance Agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15 USAGE:**

Use of Basement and service areas: - The basement(s) and service areas, if any, as located within the project **NATURAL CITY BIRATI** (being constructed at Mouza – Bisarpara, P.S. Dum Dum, presently P.S. – Airport, North 24 Parganas) shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by allottees for rendering maintenance services.

**16. COMPLIANCE WITH RESPECT TO THE DESIGNATED APARTMENT:**

- 16.1 Subject to Para 13 above, the Allottee(s) shall, after taking possession, be solely responsible to comply with house Rules as per Schedule hereto maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the Designated Apartment, or the common areas, staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment, and keep the Designated Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or



belonging thereto in good and tenantable condition repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Designated Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the Association of Allottees/Maintenance Society. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, modified plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Designated Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Designated Apartment. Provided however in case if the Allottee desire to obtain any loan, Bank Finance by creating the Designated Apartment solely for the payment of the amount payable herein to the Promoter. It is sole responsible for the Allottee to clear the same and Promoter shall not be liable for the same.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the promoter may already have created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charge in respect of the said land or any part thereof, and the Allottee hereby consents to the same Provided However That at the time of execution of the deed of conveyance / transfer hereof, the promoter assures to have the designated apartment released from any such mortgage and/or charge, if any, with intent that the allottee, subject to his making payment for all the amounts payable hereunder and otherwise and complying with his other obligations herein, will be acquiring title to the designated apartment free from all such mortgages and charges created by the Promoter.

**20. DESIGNATED APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972.

**21. BINDING EFFECT :**

Or warding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar or other Registration Authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty)

days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar or any other registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Designated Apartment, with consent of the Promoter in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

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

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned hereinafter including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion

by the Promoter in the case of one allottee shall not be construed to be precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties or consented to by the Allottee and Promoter shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee at Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Alipore or any concerned registration authority. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**31. JOINT ALLOTTEES:**

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

**32. SAVINGS:**

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

**33. GOVERNING LAW:**

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

**34. DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the dispute shall be settled under the provision of the Arbitration and Conciliation Act 1996.

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

35. The other terms and conditions as per the contractual understanding between the parties have been incorporated in this Schedule hereto.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at .....( city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

*Please affix  
photographs  
and sign  
across the  
photograph*

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

*Please affix  
photographs  
and sign  
across the  
photograph*

**WITNESSES:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'**

1. **DESIGNATED APARTMENT :** ALL THAT the flat being Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Square Feet more or less along with balcony with a carpet area of \_\_\_\_\_ Square Feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_ floor of the Tower \_\_\_ of the Project at the said land.

2. **PARKING :** \_\_\_\_\_

2.1. **OPEN TERRACE :** \_\_\_\_\_

2.2. **SERVANT QUARTER :** \_\_\_\_\_

3. **SAID LAND :**

3.1. All that piece and parcel of contiguous land admeasuring an area of **189.41 Decimal**, (Satak) more or less in total, containing **55 Decimal** comprised in R.S./L.R. Dag No. 269, **31 Decimal** comprised in (R.S./L.R. Dag No. 268), **16.43 Decimal** equivalent to 9 Cottah 15 Chittack 02 Sq.Ft, comprised in (R.S./L.R. Dag No. 270), **70.99 Decimal**, equivalent to 2 Bigha 2 Cottah 15 Chittack 12.5 Sq. Ft, comprised in (R.S./L.R. Dag No. 271), **15.99 Decimal**, equivalent to 9 Cottah 10 Chittack 39.5 Sq.Ft, comprised in R.S./L.R. Dag No. 307, recorded under C.S Khatian No. 408, 160, corresponding to R.S Khatian No. 527, 160, 267 (228), C.S. Khatian No. 58, 398, L.R. Khatian Nos. 1327, 1329, 1330, 1328, (Modified), lying and situated at Mouza- Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District North 24 Parganas.

**IN THE NORTH** : Dag No. 273, 272, 306 & 305

**IN THE SOUTH** : The land of Second part in the partition Deed, Common passage and dag No. 308 and 266

**IN THE EAST** : Dag No 304, 308

**IN THE WEST** : Dag No 269 and 12 feet wide common passage

3.1.1. **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.



## **SCHEDULE-A-1**

### **DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:**

- 1. DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- a. **"this agreement"** shall mean the Agreement and Schedules all read together.
  - b. **"Co-owners"** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **"other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
  - d. **"scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
  - e. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - f. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and

obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Unit Holders or two third majority of them decide to manage, maintain and up-keep the same installation

g. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

h. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment

2 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee.

4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E

and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.

- 5 The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment and Floor allotted to the allottee will remain unchanged.
- 6 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by North Dum Dum Municipality and upon complying with the applicable provisions of the Act and/or Rules.
- 7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
- 8 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 9 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior

decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment.

- 10 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 11 The Allottee admits and acknowledge that the Allottee has been duly made aware of the fact that the banquets on the Ground floor level, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allottees or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Allottees/ residents of the building on subject to the rules regulations and by-laws governing the same from time to time.
- 12 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 13 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 14 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

- 15 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 16 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 17 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 18 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of

user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

- 19 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
- 20 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 21 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 22 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Promoter and/or the Owner, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottees herein) proportionately and the Promoter and/or the Owner shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Owner fully indemnified with regard thereto.
- 23 The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter

against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

24 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the allottee thereof.

25 **AREA CALCULATION:**

25.1 **Carpet Area of Designated Apartment :**The carpet area for the Designated Apartment or any other Apartment shall mean the net usable floor area of such Designated Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the apartment.

25.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the .

25.3 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

25.4 **Built-up Area:** The built-up area for the Designated Apartment or any other apartment shall mean the Carpet Area of such Designated apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Designated Apartment /Balcony and any other apartment /Balcony and the area covered by all other external walls, column, pillarsof the suchUnit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).

25.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.

25.6 **Maintenance Chargeable Area:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the

sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_Square feet more or less.

- 26 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.
- 27 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signages, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 28 The Project shall bear the name **"NATURAL CITY BIRATI"** or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

**SCHEDULE "B" ABOVE REFERRED TO:**

(Floor Plan of the Apartment)

**SCHEDULE "C" ABOVE REFERRED TO:**

**PART – I PAYMENT PLAN**

The consideration payable by the Purchaser to the Promoter / Owners for sale of the said Unit Shall be as follows:-

(i)	Consideration money for the Purchaser's Designated Apartment if and as mentioned	Rs.	_____/-
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(ii)	Car Parking Space	Rs.	_____/-
	<b>TOTAL</b>	Rs.	_____/-

(Rupees \_\_\_\_\_)

**Note:** It is expressly agreed that GST as be applicable and payable on construction of the Designated Apartment from time to time shall be borne paid and discharged by the Purchaser with each installment.

**PART-II**

**PAYMENT SCHEDULE**

<u>Particulars</u>	<u>Flat</u>
On Application	Rs. 1,00,000/-
On Agreement ( less application money)	10%
15 days of Agreement	10%
On completion of piling of the respective block	10%
On completion of 1 <sup>st</sup> Floor Slab Casting	10%
On completion of 3 <sup>rd</sup> Floor Slab Casting	10%
On completion of 5 <sup>th</sup> Floor Slab Casting	10%
On completion of ultimate roof casting of the unit booked	10%
On completion of brick work of the unit booked	10%
On completion of Flooring of the unit booked	10%
On completion of the building and possession	10%

In addition to the above the Allottee(s) hereby also agrees to pay to the Promoter for extra/additional works and/or facilities to be done and/or provided as per requirement of the Allottee(s).

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Purchaser to the Promoter in cheque drawn in the name of **“M/S. NATURAL MANAVSTHAL PRIVATE LIMITED”** as follows:

Sr. No.	Particulars	Amount (Rs.)
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(i)	Payable on or before the execution of these presents	_____/-
(xxiii)	On or before the Date of Commencement of Liability or completion of sale whichever be earlier; Notice of Fit out	_____/-
	<b>TOTAL (Rs.)</b>	_____/-

**(Rupees \_\_\_\_\_)**

### **PART –III**

#### **Deposits and Other Charges**

- 2 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads: -
- 2.1 A sum calculated @Rs.35/- (Rupees Thirty-five) only per Square foot of the Maintenance Chargeable Area (elsewhere herein defined) of the said Unit towards rates and taxes in respect of the said Unit, electricity charges, sinking fund, other outgoings etc. free of interest.
- 2.2 A sum calculated @Rs.18/- (Rupees Eighteen) only per Square foot of the Maintenance Chargeable Area (elsewhere herein defined) of the said Unit as Advance maintenance charges, alongwith applicable Goods and Service tax.
- 3 Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts: =
- 3.1 Documentation charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration;

- 3.2 Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.
- 3.3 Goods and Service Tax on the above amounts.
- 4 Towards stamp duty and registration, legal and Misc. charges as may be applicable (the allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the Designated Apartment).
- 5 Charges levied by the Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.

**THE SCHEDULE "D" ABOVE REFERRED TO**

**PART – I**

**Specification Amenities Common Areas and Installations**

**(which are part of the Project)**

- (a) Land comprised in the said Premises.
- (a) Entrance and exit gates of the said Premises
- (b) Paths passages driveways and ramps in the said Premises other than those reserved by the Owners and/or the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Promoter for exclusive use of any Allottee.
- (c) Tugged up Entrance Lobby in the Ground Floor of the Building.
- (d) For each block two staircases with full and half landings and with stair covers on portions of the ultimate roof.

- (e) Ultimate roof of the building with decorations and beautification.
- (f) Residents' Club with well-equipped gymnasium, Swimming pool, Steam, Games Room, Meditation/Yoga area, Creche.
- (g) For each Block there will be 2 (two) lifts and a Service Lift alongwithlift shafts and the lobby in front of it on typical floors and with lift machine room and stair cover on the roof.
- (h) Electrical installations with main switch and meter and space required therefore in the building.
- (i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
- (j) Underground Water reservoir.
- (k) Water pump with motor and with water supply pipes to the overhead water tanks for each block and with distribution pipes therefrom connecting to different units.
- (l) Ion removal plant.
- (m) Water waste and sewerage evacuation pipes from the units to drains and sewer common to the Building and from there to the municipal drain.
- (n) Fire fighting system.
- (o) Security Room for darwan / security guards in the ground floor of the building.
- (p) Driver's waiting area.
- (q) Common toilets in the Ground Floor.
- (r) CCTV camera to be installed in the entrance lobby at the ground floor and first floor of the buildings.
- (s) Swimming pool and Kids pool at the podium level.
- (t) Community hall.
- (u) Garden space.
- (v) Boundary walls.

**SCHEDULE "E" ABOVE REFERRED TO:****(SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT)**

- (I) **FOUNDATION & STRUCTURE:** The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.
- (II) **DOORS:** Sal wood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.
- (III) **WINDOWS:** All windows will be standard section 1.5 mm, Powder coated Aluminum /UPVC window with glass insert in each shutter fitted with matching fittings.
- (IV) **FLOORING:** The flooring of the entire flats will be finished in vitrified tiles of approved make.
- (V) **TOILETS:**
- (a) Designer ceramic tiles on the walls upto door height.
  - (b) Water closets - European type commode with low level cistern.
  - (c) Standard hand basin.
  - (d) Sunk bathing tray.
  - (e) All the piping shall be in the concealed system.
  - (f) Hot and cold water line with provision for installation of geysers.
  - (g) Sleek C.P. fittings.
  - (h) Glass mirror and Shelf, nickled soap tray and towel rail
  - (i) Anti Skid Vitrified tiles on floor.

**(VI) KITCHEN:**

- (a) Granite top cooking platform with one stainless steel sink with proper Tap fittings.
- (b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.
- (c) Separate CP fittings for Drinking water connection.

**(VII) DECORATION WORK:** Inside wall will be finished with plaster of Paris punning and exterior surface of wall will be finished with combination of textures paint/glazing as per architectural drawings.

**(VIII) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:**

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- (e) Proper provision of Electrical Switches and Boards for Fridge/ Microwave and /or other Kitchen appliances.
- (f) Electric call bell at main entrance door.
- (g) Telephone point in living room and all bedrooms.
- (h) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (i) Connection of Intercom/EPAX in the building to each individual flat.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

**THE SCHEDULE "F" ABOVE REFERRED TO:**

**(Devolution of Title)**

**Short Description of title of the Owners Manik Chandra Bose, Malay Kumar Bose, Arabinda Bose and Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar**

**WHEREAS**

- A. By way of registered Deed of conveyance dated 14.02.1952, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 9, Pages at 152 to 153, being Deed No. **659**, one Azizar Rahaman Gazi became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali land admeasuring an area of **71 Decimal**, comprised in C.S and **R.S. Dag No. 271** and **ALL THAT** piece and parcel of Danga land admeasuring an area of **16 Decimal**, comprised in C.S. and R.S. Dag No. **307, totaling 87 Decimal** of land, recorded under Khatian No. **408**, lying and situated at Mouza Bisharpara , J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.
- B. Subsequently by virtue of Nirupan Patra, dated 10.09.1954, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 66, Pages 264 to 267, being Deed No. **5083**, the aforesaid Azizar Rahaman Gazi became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali land admeasuring an area of **56 Decimal, comprised in C.S and R.S Dag No. 270** recorded under Khatian No. **160**, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

- C. Thus the said Azizar Rahaman Gazi became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of **1 Acre 43** Decimal, comprised in C.S and R.S Dag No. **271, 307, 270**, recorded under Khatian No. **408, 160**, lying and situated at Mouza Bisharpara J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.
- D. Subsequently the said Azizar Rahaman Gazi by way of registered Deed of Conveyance dated 23.09.1959, registered in the office of Sub Registrar Cossipore Dum Dum, recorded under Book No. I, Volume No. 93, Pages 232 to 235, being Deed No. **6983** for the year 1959, sold, transferred and conveyed **ALL THAT** piece and parcel of Sali land admeasuring an area of 71 Decimal, comprised in C.S and R.S Dag No. 271 and **ALL THAT** piece and parcel of Danga land admeasuring an area of 16 Decimal, comprised in C.S. and R.S. Dag No. 307, totaling **87 Decimal** of land, recorded under Khatian No. 408, and **ALL THAT** piece and parcel of Sali land admeasuring an area of 56 Decimal, comprised in C.S and R.S Dag No. 270 recorded under Khatian No. 160, aggregating and totaling **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal i.e. 4 Bigha 6 Cottahs 8 Chittacks 11 Sq.ft., comprised in C.S and R.S Dag No. 271, 307, 270, recorded under Khatian No. 408, 160, lying and situated at Mouza Bisharpara J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas, unto and in favour of one **Atal Behari Bose** admeasuring an area of 3 Bighas 4 Cottahs



14 Chittacks 8 Sq.ft. of land and **Jitendra Nath Bose** admeasuring an area of 1 Bigha 1 Cottah 10 Chittacks 3 Sq.ft. of land.

- E. One Fakir Chand Gazi along with Zamirnecha Bibi, Sokorjan Bibi and Khatun Bibi were absolute seized and possessed of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area about 4 Acre 46 Sataks, comprised in Dag No. 269, recorded in Khatian No. 58, lying and situated at Mouza Bisharpara Gram, Touzi No. 172, District 24 Parganas.
- F. The said Sokarjan Bibi died unmarried and was a minor after the demise of the said Sokorjan Bibi her mother Khatun Bibi became the successor-in-interest of all the properties of Sokarjan Bibi as per the provisions of Mohomedan Law.
- G. By a Deed of Conveyance dated 11.2.1952 and registered on 12.2.1952 by and between Khatun Bibi therein referred to as the Vendor of the First Part and Fakir Chand Gazi, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. 8, Pages 211 to 220 being no. 657 for the year 1952, the Vendor therein duly sold and conveyed to the Purchaser therein **ALL THAT** the piece and parcel of share of Khatun Bibi out of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area about 4 Acre 46 Sataks, comprised in Dag No. 269, recorded in Khatian No. 58, lying and situated at Mouza Bisharpara Gram, Touzi No. 172, District 24 Parganas.
- H. The said Zamirnecha Bibi died intestate leaving behind her husband namely Achimuddin Mondal and only son namely Nachimuddin Mondal and two daughters namely Zarina Bibi and Sobejan Bibi, who after demise of Zamirnecha Bibi became the joint owners of the share of land as left by Zamirnecha Bibi in her lifetime.

- I. That the legal heirs of Zamirnecha Bibi along with Fakir Chand Gazi became the joint and absolute Owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area about **4 Acre 46 Sataks**, comprised in **Dag No. 269**, recorded in Khatian No. 58, lying and situated at Mouza Bisharpara Gram, Touzi No. 172, District 24 Parganas.
- J. By way of registered Deed of Conveyance dated 10<sup>th</sup> February, 1958, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 15, Pages 288 to 290, being Deed No. **988**, for the year 1958, the said Fakir Chand Gazi, Jarina Bibi, Nachimuddin Mondal, Sobejan Bibi and Achhimadi Mondal sold, transferred and conveyed **ALL THAT** piece and parcel of Sali land admeasuring an area of **64 Decimal**, out 4 Acre 46 Decimal of land comprised in C.S and R.S. Dag No. 269, recorded under C.S. Khatian No. 58, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas, unto and in favour of Atal Behari Bose. Hence **Atal Behari Bose** became the absolute owner of undivided impartible land admeasuring **3 Bigha 4 Cottah 14 Chittack 8 Sq. Ft.** (Refer Para E) **along with the aforesaid 64 Decimal** (Refer Para F and G)
- K. One Jamat Ali Mondal along with Noor Ali Mollah were the joint-absolute recorded owners well seized and possessed of and sufficiently entitled to All That piece and parcel of Sali land admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. **268**, recorded under Khatian no. **398**, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar

Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

- L. After demise of Noor Ali Mollah, the said Jamat Ali Mondal becomes the sole and absolute owner of All That piece and parcel of Sali land admeasuring an area of 38 decimal little more or less comprised in C.S. Dag no. 268, recorded under Khatian no.398, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.
- M. By way of Registered Deed of Conveyance (Bengali Saaf Bikroy Kobala) dated 21.05.1958 registered at and before the Office of Sub Registrar Cossipore Dum Dum, recorded in Book no.1, Volume no. 55 from pages 252 to 254, being Deed no. 3829 for the year 1958 the said Jamat Ali Mondal sold, transferred and conveyed All That piece and parcel of Sali land admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. **268**, recorded under Khatian no.398, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas, unto and in favour of **Jitendra Nath Bose**.
- N. The said Jitendra Nath Bose by way of registered Deed of Relinquishment dated 23<sup>rd</sup> June, 1961, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 86, Pages 57 to 58, being Deed No. **5230**, for the year 1961, released, relinquished, gave up and

surrendered all the right, title and interest over and in respect of All That piece and parcel of Sali land admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. 268, recorded under Khatian no.398, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas, unto and in favour of Atal Behari Bose. Hence the aforesaid **Atal Behari Bose** became the sole and exclusive owner of land admeasuring 3 Bigha 4 Cottah 14 Chittack 8 Sq. Ft, (Refer Para E) along with 64 Decimal (Refer Para F and G) and 38 Decimal (Refer Para J and K).

- O. The said Atal Behari Bose executed his Last Will and Testament over and in respect of the aforesaid properties on 29.04.1980 and the said Atal Behari Bose died on 20.09.1980, leaving and/or survived by his sons namely **Bhupesh Chandra Bose, Manik Chandra Bose, Malay Kumar Bose and Arabinda Bose** as his only legal heirs and successors. After demise of Atal Behari Bose, application for granting probate was filed before The Ld. District Judge, Dibrugarh, vide **Case No. 148 of 1982**. Accordingly Probate was granted and the said Bhupesh Chandra Bose, Manick Chandra Bose, Moly Kumar Bose and Arabinda Bose by virtue of the Probate granted on 19.11.1983, became the absolute joint owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of **3 Bigha 4 Cottah 14 Chittack 8 Sq.Ft**, (out of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal, comprised in C.S and R.S Dag No. 271, 307, 270, recorded under Khatian No. 408, 160), and **ALL THAT** piece and parcel of Sali land admeasuring an area of **64 Decimal**, comprised in C.S and R.S. Dag No. 269, recorded under C.S. Khatian No. 58, and All That piece and parcel of Sali land admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. 268,

recorded under Khatian no. 398, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

- P. The said Bhupesh Chandra Bose subsequently died intestate on 26.05.1984 leaving behind and/or survived by his wife Sabita Rani Bose, his three sons namely Dipak Bose, Gautam Bose, Asit Bose and one daughter Supriya Sarkar as his legal heirs and/or successors.
- Q. Subsequently by virtue of the Deed of Partition dated 2<sup>nd</sup> March, 2010, registered in the office of the Additional District Sub Registrar Bidhanagar, recorded in Book No. I, CD Volume No. 4, Pages 997 to 1015, being Deed No. **02048**, for the year 2010, made between Sabita Bose, Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose as Owners of the First Part and Jitendra Nath Bose as Owners of the Second Part, the said Sabita Rani Bose, Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose became the absolute owners, well seized and possessed of and sufficiently entitled to, demarcated by metes and bounds **ALL THAT** piece and parcel of land admeasuring an area of **3 Bigha 2 Cottah 9 Chittack 9 Sq.Ft.**, (equivalent to 103.41 Decimal), out of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal, comprised in C.S and R.S Dag No. 271, 307, 270, recorded under CS Khatian No. 408, (corresponding to RS Khatian No. 271), 160, lying and situated at Mouza- Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24

Parganas. It is pertinent to mention herein that by virtue of the aforesaid same Deed of Partition the said Sabita Rani Bose, Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose became owners of **ALL THAT** piece and parcel of land admeasuring an area of **9 Cottah 15 Chittack 2 Sq. Ft** (equivalent to 16.43 Decimal), comprised in C.S. and R.S. Dag Number 270, **ALL THAT** piece and parcel of land admeasuring an area of **2 Bigha 2 Cottah 15 Chittack 12.5 Sq. Ft** (equivalent to 70.99 Decimal), comprised in C.S. and R.S. Dag Number 271, along with **ALL THAT** piece and parcel of land admeasuring an area of **9 Cottah 10 Chittack 39.5 Sq. Ft** (equivalent to 15.99 Decimal), comprised in C.S. and R.S. Dag Number 307, which aggregates in total **ALL THAT** piece and parcel of contiguous land admeasuring an area of **3 Bigha 2 Cottah 9 Chittack 9 Sq.Ft.** (equivalent to 109.41 Decimal), By virtue of the same aforesaid Deed of Partition as mentioned above, the said Jitendra Nath Bose became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of 1 Bigha 14 Chittack 10 Sq. Ft, out of 1 Acre 43 Decimal of land, comprised in C.S and R.S. Dag No. 270, recorded under Khatian No. 408, 160, lying and situated at Mouza- Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24-Parganas. It is further pertinent to mention herein that out of 1 Acre 43 Decimal, land ad-measuring 3 Cottah 1 Chittack was proportionately and respectively absorbed in the usage of Common Passage and pathways in and around the land of the aforesaid Owners. Hence a part admeasuring 103.41 Decimal (equivalent to 3 Bigha 2 **Cottah 9 Chittack 9 Sq. Ft**) out of the entire 143 decimal is 1 acre 43 Decimal was shared, distributed, consumed by Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manik Chandra Bose, Malay Kumar Bose and Arabinda Bose and another part ad-measuring 1 Bigha 14 Chittack 10 Sq. Ft (equivalent to 34.55 Decimal) was consumed by Jatindra Nath Bose and the

remaining 3 Cottah 1 Chittak (equivalent to 5.06 Decimal) got consumed and utilized in passage and pathways.

- R. The Sabita Rani Bose died intestate on 31.10.2010, leaving behind and/or survived by her sons namely Dipak Bose, Gautam Bose, Asit Bose, and one daughter namely Supriya Sarkar and her share got devolved upon her legal heirs and successors.
- S. The said Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose by virtue and under refuge of the Probate of the Last Will and Testament of Atal Behari Bose became the absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of 3 Bigha 2 Cottah 9 Chittack 9 Sq.Ft, equivalent to **103.41 Decimal**, out of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal, comprised in C.S and R.S Dag No. 271, 307, 270, recorded under Khatian No. 408, corresponding to R.S Khatian No. 527, 160, 267 (228) North Nilachal Holding, along with **ALL THAT** piece and parcel of Sali land admeasuring an area of **64 Decimal**, comprised in C.S and R.S. Dag No. 269, recorded under C.S. Khatian No. 58, along with All That piece and parcel of Sali land admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. 268, recorded under Khatian no.398, which aggregates in total more or less 205.41 Decimal, lying and situated at Mouza-Bisharpara J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.
- T. Hence at present land area admeasuring **103.41** Decimal, (By Deed No. 6983/59 and Partition Deed No. 02043/2010) in addition to **64 Decimal** (By

Deed No. 988/1958) and **38 Decimal** (By Deed No. 5230) aggregating to more or less **205.41**, Decimal, comprised in R.S/L.R Dag Numbers 270, 271, 307, 269, 268, is **being owned by the legal heirs of Atal Behari Bose namely Manick Chandra Bose, Malay Kumar Bose, Arabinda Bose, and legal heirs of deceased son Bhpesh Chandra Bose namely Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar** out of which **31 Decimal** (in Dag No. 268), **55 Decimal** (in Dag No. 269), **16.43 Decimal** (in Dag No. 270), **70.99 Decimal** (in Dag No. 271), **15.99 Decimal** (in Dag No. 307) which **aggregates in total to 189.41 Decimal**, is being utilized for this Development, **hence the subject matter of Development is more or less 189.41 Decimal, comprised in C.S and R.S Dag No. 270, 271, 307, 268, 269**, recorded under C.S Khatian No. 408, 160, corresponding to R.S Khatian No. 527, 160, 267 (228), C.S. Khatian No. 58, 398, L.R. 1327, 1329, 1330, 1328, (Modified), lying and situated at Mouza- Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, North Nilachal Holding, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24-Parganas, hereinafter referred to as the **SAID PROPERTY**, which is morefully specified in **First Schedule**, written at the foot of these presents. The division of undivided proportionate share of land as mentioned in the **FIRST SCHEDULE** ,written at the foot of these presents among the legal heirs of Atal Behari Bose are mentioned below in the Chart.

<b>1</b>	<b>Manik Chandra Bose</b>	undivided 1/4 <sup>th</sup> share equivalent to 47.3525 Decimal of land, more or less
<b>2</b>	<b>Malay Kumar Bose</b>	undivided 1/4 <sup>th</sup> share equivalent to 47.3525 Decimal of land, more or less
<b>3</b>	<b>Arabinda Bose</b>	undivided 1/4 <sup>th</sup> share equivalent to 47.3525 Decimal of land, more or less



<b>4</b>	<b>Dipak Bose</b>	undivided 1/16 <sup>th</sup> share equivalent to 11.838125 Decimal of land, more or less
<b>5</b>	<b>Gautam Bose</b>	undivided 1/16 <sup>th</sup> share equivalent to 11.838125 Decimal of land, more or less.
<b>6</b>	<b>Asit Bose</b>	undivided 1/16 <sup>th</sup> share equivalent to 11.838125 Decimal of land, more or less.
<b>7</b>	<b>Supriya Sarkar</b>	undivided 1/16 <sup>th</sup> share equivalent to 11.838125 Decimal of land, more or less.

By a Development Agreement dated 3<sup>rd</sup> July, 2017 made by and between (1) Manik Chandra Bose, (2) Malay Kumar Bose, (3) Arabinda Bose (4) Dipak Bose, (5) Gautam Bose, (6) Asit Bose and (7) Supriya Sarkar, therein collectively referred to as the Owners of the One Part and M/s. Natural Manavsthal Private Limited, therein referred to as the Promoter of the Other Part and duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2017, pages from 280742 to 280834 being No. 190407382 for the year 2017 the Owners duly granted the Promoter the exclusive right to Develop in respect of ALL THAT a portion of land measuring 189.41 Decimals more or less situated at Mouza Bisharpara being L.R. and R.S. Dag Nos. 269, 268, 270, 271 and 307, J.L. No. 5, Resa 89, Touzi No. 172, P.S. Dum Dum presently Airport, District North 24 Parganas.

The Owners have delegated the two powers to the Promoter which are duly executed and registered both on 20<sup>th</sup> July, 2017 before Additional Registrar of Assurance IV, Kolkata in Book No. IV, Volume No. 1903-2017, Page 100399 to 100433, Being No. 190303979 for the year 2017 another Book No. IV, Volume No. 1903-2017, Page 100554 to 100592, Being No. 190303984 for the year 2017 respectively.

The plans for construction of the said Buildings has been sanctioned by the North Dum Dum Municipality vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_ and as modified on \_\_\_\_\_

**SCHEDULE "G" ABOVE REFERRED TO:  
(HOUSE RULES)**

**HOUSE RULES** : The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
  - i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay default.

- ii) The Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
- iii) The Allottee shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two wheeler as the case may be.
- iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whatsoever.
- v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.

- ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- x) Any use of the Mechanical Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Allottee binds himself and agrees as follows : -

- i) The said facilities may be used by the Allottee and its family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.
- ii) The Allottee shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Promoter liable in any manner for any accident or damage while enjoying any such facilities by the Allottee or his family members or any other person. In particular and without prejudice to the generality of the

foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation or water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main

gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/split air-conditioners at the place/s provided therefor in the said Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.
12. In case any Open Terrace be attached to any Designated apartment then the same shall be a right appurtenant to such Designated apartment and the right of use and enjoyment thereof shall always travel with such Designated Apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto.

- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently ( i.e. independent of the Designated Apartment owned by such Allottee in the said buildings).
  - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas etc.
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
14. Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Designated Apartment in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/loft room/garden etc.
18. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-Charge and its authorised representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee thereabout.
20. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction



or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.

21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.
22. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.

27. To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, North Dum Dum Municipality, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
28. Not to alter the outer elevation or façade or colour scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.
29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas etc.

32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
33. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Promoter the following rights and authorities : -
  - i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/ suppliers/service provider) against applicable charges and terms and conditions there for. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
35. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings : -

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Designated Apartment and Appurtenances directly to the North Dum Dum Municipality and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
  
- ii) All other taxes land revenues, impositions levies cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
  
- iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.

- iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.
  
- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.5/- (Rupees Five) only per Square foot per month of the carpet area of the Designated Apartment and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
  
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Promoter the appropriate authorities as the case may be.
  
- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the

aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 35.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.
- 35.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 35.3 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licensees and/or the Said Apartment.
- 35.4 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the

Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 35.5 The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

**SCHEDULE "H" ABOVE REFERRED TO**

Common Expenses shall include the following ("**Common Expenses**"):

1. **MAINTENANCE** : All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by Allottee in common with other occupiers or serving more than one Unit/flat and other

saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting, equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
3. **STAFF** : The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-Charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings in respect of the building and/or the premises (save those assessed separately in respect of any unit).



6. **AMC & INSURANCE** : Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lighting, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES** : All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Association for the common purposes.
11. **ELECTRICITY** : All charges for the electricity consumed for the operation of the common areas, machineries and installations.

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*DATED THIS DAY OF 2019*

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**BETWEEN**

**M/S. NATURAL MANAVSTHAL PRIVATE LIMITED**

**... PROMOTER**

**AND**

**SRI MANIK CHANDRA BOSE & ORS.**

**.... OWNERS**

**AND**

\_\_\_\_\_  
**... ALLOTTEE**

**AGREEMENT**

(Designated Apartment No ..... on the \_\_\_\_\_  
side of the \_\_\_\_\_ Floor in the \_\_\_\_\_ Block of  
the building "**NATURAL CITY BIRATI**")

**AWANI KUMAR ROY**

Advocate

10, Kiran Shankar Roy Road  
Kolkata - 700 001.