

**THIS AGREEMENT FOR SALE** made on this ..... day of ..... Two Thousand .....  
**BETWEEN M/S. AARTI HIGHRISE PRIVATE LIMITED** (PAN AAICA9681Q), a Company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of the companies Act, 2013 and having its registered office at 9A, Lord Sinha Road, Kolkata-700 071, hereinafter referred to as the **CO-OWNER/PROMOTER** (which term or expression shall unless excluded by or repugnant to subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **FIRST PART AND M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** (PAN AAICA9682P), a Company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of the companies Act, 2013 and having its registered office at 9A, Lord Sinha Road, Kolkata - 700 071 hereinafter referred to as the **CO-OWNER/CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **SECOND PART AND**

.....  
.....  
..... 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 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 THE OWNER/PROMOTER DECLARES THAT,-

- A. **M/S. AARTI HIGHRISE PRIVATE LIMITED** and **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** are the absolute and lawful Joint Owners of inter alia **ALL THAT** demarcated piece and parcel of land measuring about 7.25 acres being part land in L. R. Dag No. 187 & L. R. Khatian No. 1449 and 1450 in J.L. No. 34 Mouza Jagat Berh, Ward No. 16, Municipal Premises No. 320, Vivekananda College Road, Burdwan within the limit of Burdwan Municipality Police Station and District Burdwan (hereinafter referred to as the "Said Land") vide Sale Deed and other chain of the title as mentioned in Schedule "G".
- B. The said land is earmarked for the purpose of building a mainly residential project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as '**NATURAL CITY BARDHAMAN**'.
- C. The Owners by two registered Development Agreement duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. 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.

- D. The Burdwan Municipality has granted the commencement certificate to develop the Project vide approval dated 25.11.2016 bearing no. 1317. Notice of commencement under the West Bengal Municipal Act 1993 was submitted vide letter dated 02.12.2016 by Architect of the Project intimating the date of commencement as 17.12.2016.
- E. The promoter has obtained the final layout plan, sanctioned plan and approvals for the project and also for the apartment, Flat or building, as the case may be from Burdwan Municipality. 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.
- F. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_2018 under registration no. \_\_\_\_\_ .
- G. The Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type ....., on .... Floor in Block \_\_\_\_ at "**NATURAL CITY BARDHAMAN**" along with ..... number of garage/covered or opened 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 "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Schedule A.2 hereto.
- J. 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.

- K. 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;
- L. 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 said Apartment and the garage/covered or opened parking (if applicable) as specified in para "G".

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

**1. TERMS :**

- 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 [Apartment / Flat] as specified in para 'G'
- 1.2 The Total Price for the said Apartment based on the carpet area is Rs. .... (Rupees ..... only) and present applicable Taxes of Rs. .... (Rupees ..... Only) ("**Total Price**") (Give break-up and description):-

Block/ Building/Tower no.....	i) Rate of Apartment (i.e. @ .... per Sq.Ft.)	Rs. ....
Apartment no. ... Type..... Floor.....		
Cost of common areas		Rs. ....
Cost for preferential location charges		Rs. ....
Cost of exclusive balcony/verandah		Rs. ....

area	
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 or Opened parking-1	Price for 1 (in Rs.)
Garage/ Covered or Opened parking-2	Price for 2(in Rs.)
Plus present applicable Taxes & Extra charges	+ G.S.T.
Total price (in Rupees)	-----

**Explanation :**

- (i) The Total Price above includes the booking amount will be paid by the allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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 or handing over the possession of the said Apartment to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include

the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee; 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 in writing 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 said Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, excluding electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, 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 said 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 preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 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 Apartment/ Flat/building, 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 will 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 said 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 occupancy 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 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 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 Apartment/ Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the said 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 Apartment includes recovery of price of land (proportionate share), construction of, not only the said Apartment but also, proportionately the common areas, internal development charges as per specifications, external development charges as per agreed specification, taxes, cost of providing electric wiring, electrical connectivity area and installation to the said Apartment, 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 necessary facilities, amenities and specification to be provided within the said 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 said Apartment, subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment along with allotted parking space shall be treated as a single indivisible 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.

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the said 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 said 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 said 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 sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Flat as prescribed in the payment plan at

Schedule C as may be demanded by the Promoter within the time and manner specified therein.

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

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones (except in case of rebate in installment as above), 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 Aarti Highrise 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 said Apartment/ Flat 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 said Apartment, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities attached along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by The Burdwan 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 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 entitles with regard to the matter connected to the plan and the addition/alteration thereof as contained in 1.6 herein above.

**7. POSSESSION OF THE APARTMENT / FLAT:**

**7.1 Schedule for possession of the said Apartment of Flat** – The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Flat except Block No. 7, 8 and 9 along with ready and complete common areas with all specifications, amenities and facilities of the Project within 30<sup>th</sup> September 2020 with an additional grace period of 6 (Six) months unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment. The Block 7 and 8 has not yet commenced and it will commence later on and the purchaser of the said Block No. 7 and 8 will be notified separately in their Agreement for Sale the expected date of possession.

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.

It is clarified that Three Blocks of the Building has been fully completed and occupied in a portion of the said premises commonly known as Block No. 4, 5 and 6 and

Burdwan Municipality duly issued Completion Certified vide Memo No. 510/E/XII-6 dated 12.10.2018 for Block Nos. 4, 5 and 6 and thus these three Blocks are not part of this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate (which may be partial) from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of partial occupancy certificate. Provided that, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of partial occupancy certificate. 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 occupancy certificate of the Apartment/ Flat, 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 Apartment/ Flat-** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Flat 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 above.
- 7.4 **Possession by the Allottee** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Flat 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 of Allottees or the competent authority, as the case may be as per the local laws.

Provided that, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees upon recognition and after sale of 90% of the constructed area or the competent authority, as the case may be, within thirty days after obtaining the full 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 10% of the total price of the Unit with applicable tax. 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 said 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 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 Apartment/ Flat (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 said 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 for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Owners has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land 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 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 query 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 said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said 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 said Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/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 said 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 has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of the proportionate share attributed the said Apartment thereof till the period mentioned in the intimation to the allottee to the said Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee;
- (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 Apartment /Flat 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 said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of 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;
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest 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, subject to the provision herein interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Flat, 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 Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not included 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 SAID APARTMENT/FLAT:**

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

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

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter 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 land Owners have been made parties to these presents to confirm the Allottee that the land 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 said apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The land owners obligation is limited to transfer of land comprised in the said premises, 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/ 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 said 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 in case the allottee, without first notifying the promoter and without giving to the promoter the opportunity to inspect, assess and determine the nature of such defect, alter the state and condition of such defect or if the related annual maintenance.

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

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of allottees and/or Maintenance Agency to enter into the said 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 Municipal Premises No. 320, Vivekanand College Road, Burdwan 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 service 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 APARTMENT/ FLAT :**

16.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to comply with house Rules as per Schedule hereto maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to

be done anything in or to the building or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

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 said 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 said 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 responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(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.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 Apartment. Provided however in case if the Allottee desire to obtain any loan, Bank Finance by creating the said 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. **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 :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in 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 at Alipore or Additional Registrar of Assurance III Kolkata 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 Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Apartment, with consent of the Promoter in case of a transfer, as the said obligations go along with the said 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 this Agreement 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 with other facilities as mentioned which the carpet area of the said Apartment bears to the total carpet area of all the said 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, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Alipore or Additional Registrar of Assurance Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

<b>M/S. AARTI HIGHRISE PRIVATE LIMITED</b>	Allottee(s) name
Address: 9A, Lord Sinha Road, Kolkata-700 071	Address.....

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 apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such 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, between the Parties, 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.)*

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*

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

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

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

**WITNESSES:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

**SCHEDULE 'A' ABOVE REFERRED TO**

1. **THE SAID APARTMENT : ALL THAT** the Apartment 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** demarcated piece and parcel of land out of total Land measuring about 7.25 acres being part land in L. R. Dag No. 187 & L. R. Khatian No. 1449 and 1450 in J.L. No. 34 Mouza Jagat Berh, Ward No. 16, Municipal Premises No. 320, Vivekananda College Road, Burdwan within the limit of Burdwan Municipality Police Station and District Burdwan.

ON THE NORTH	:	Road
ON THE SOUTH	:	Road
ON THE EAST	:	Vivekananda College
ON THE WEST	:	Buildings

- 3.1.1 Out of the above in a demarcated portion of 2 Acres of \_\_\_\_\_ Blocks of the Building duly constructed and completed and possession to various Flat Owners were delivered.
- 3.1.2 It is clarified that Three Blocks of the Building has been fully completed and occupied in a portion of the said premises commonly known as Block No. 4, 5 and 6 and Burdwan Municipality duly issued Completion Certified vide Memo No. 510/E/XII-6 dated 12.10.2018 for Block Nos. 4, 5 and 6 and thus these three Blocks are not part of this Agreement.

- 3.1.3 The construction work of the Block Nos. 1, 2, 3 and Club House being Block No. 9 is in progress. The Club House as and when completed will be for the use of entire complex including the Allotted/Owners and occupiers of Block 4, 5 and 6 also who also entitled to utilize all the common services and facilities of the entire complex. The work of construction of Block No. 7 and 8 will be taken up later on and date of possession will be notified after commencement of the work.
- 3.1.4 **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 Burdwan 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 banquet halls 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 upkept by and at the costs and expenses of the allottee thereof.

25 **AREA CALCULATION:**

**26.1 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 balconybut includes the area covered by internal partition walls of the apartment.

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

- 26.3 Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 26.4 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, pillars of the such Unit/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).
- 26.5 Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided proportionate share to be calculated more or less.
- 26.6 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 BARDHAMAN**" 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:**

(Payment Plan)

<u>Particulars</u>	<u>Flat</u>
On Application	Rs. 1,00,000/-
Within 30 days of Application /Agreement	20%
On completion of 1 <sup>st</sup> Floor Slab Casting	12%
On completion of 3 <sup>rd</sup> Floor Slab Casting	12%
On completion of 5 <sup>th</sup> Floor Slab Casting	12%
On completion of 7 <sup>th</sup> Floor Roof Casting	12%
On completion of Brickwork	12%
On completion of Flooring and Finishing Work.	10%
On Electrical & Plumbing Work	5%
On Possession	5%

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

**Taxes**

- G.S.T. (Goods and Service Tax) is being implemented the Allottee agree to pay the same as in case of Service Tax and/or any other taxes as may be imposed.

- It is clear that apart from the above the Allottee shall be liable to pay any other taxes or imposition applicable to the Allottee.

### **NON REFUNDABLE CHARGES**

- At or before taking over the possession the Allottee shall deposit the following amounts which are not refundable:–

(a) H.T./L.T. Lines Transformer charges other – Rs. \_\_\_\_\_/-  
electrical equipments and its installation

(b) Generator	2 Bedroom - .75 KVA	–	Rs.10,000/-
	3 Bedroom – 1 KVA	-	Rs.15,000/-
	4 Bedroom-1.5 KVA	_	Rs.20,000/-

(c) Rs. \_\_\_\_\_/- be calculated @ Rupees One and Fifty paise on the total chargeable area for 12 months towards maintenance charges for common expenses after adjustment of dues if any.

- Stamp Duty, Registration Charges, other Miscellaneous Expenses, drafting of Deed of Conveyance and Advocate Fees for registration of Conveyance.
- Individual Electric Meter Deposits as per actual on demand.
- Corpus Deposit at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only per square feet of Super Built-up Area of the said Flat.
- Deposit for Municipal Taxes.
- Deposit for any other item in respect of which payment is to be made by the Allottee as mentioned in the Paragraph.

- The amounts against the aforesaid Deposits shall be quantified by the Promoter at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objections whatsoever regarding the same.

**SCHEDULE- 'D' ABOVE REFERRED TO:**

Specifications, Amenities, Facilities (which are part of the Project)

**Common Portions**

(Common Areas and installations in respect whereof only right of use in common shall be granted)

- a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- b) Drains and sewers from the premises to the Municipal Duct.
- c) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- d) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- e) The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Fire pump and motor with installation.
- h) Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.



- i) Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories.
- l) Lifts and their accessories installations and spaces required therefore.
- m) Such other common parts areas equipments installations fixtures and fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

#### Common Amenities

- a) Landscaped Garden
- b) Community Hall
- c) Club House
- d) Gym / Health Club
- e) Children play Area
- f) Walk Way in Open Space
- g) Well-Lit-Roads
- h) Block wise 2 Automatic Lift

- i) Surveillance System
- j) Swimming Pool
- k) 24 Hours Security
- l) Back-up-Generator as mention
- m) Fire Fighting System

**SCHEDULE- 'E' ABOVE REFERRED TO:**

Specifications, Amenities, Facilities (which are part of the Apartment)

**1. Specifications**

- Structure: R.C.C. framed structure, standard brickwork & plaster.
- Flooring: Vitrified flooring with 4" skirting.
- Doors: Good quality flush doors
- Widows: Aluminium sliding widows with glass panel.
- Kitchen: Kitchen with Granite slab & 2 feet dado above the platform and stainless steel sink shall be provided.
- Toilet: Western type commode (with colour in both toilets), white wash basin in common toilet, adequate water connection, geyser point in one toilet with C P fittings of Essco or equivalent brand, 6 feet dado above the skirting.
- Staircase: Staircase will be of Marble & lobby will be of designer vitrified tiles.

Water supply: Suitable electric pump will be provided for 24 Hrs steady water supply.

Electrical: AC point in master bedroom. Fire resistant concealed branded switches PVC conduit pipe & sufficient power points.

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

**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **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.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **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.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

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

**(Devolution of Title)**

**Short Description of title of Premises No. 320 Vivekanand College Road, District Burdwan.**

- A. One B. N. Samanta & Co. and its partners were recorded as Owners in the R.S. Records of Right as well as in L. R. Records of Right having an area of 7.40 Acres hereinafter referred to as the said Property.
- B. By a registered Deed of Conveyance dated 31<sup>st</sup> day of May, 2011 and made by and between Basanta Kumar Samanta & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchaser of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the Office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 7221 to 7292 being No. 00987 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchaser therein All That divided and demarcated 60.723% of land out of 7.40 Acres i.e., equivalent to 4.4935 Acres of the Said Property.

- C. By a registered Deed of Conveyance dated 2<sup>nd</sup> June, 2011 and made by and between Swarnalata Karfa & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchaser of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub Registrar Burdwan in Book No. I, C.D. Volume No. 13, Pages 5023 to 5077 being No. 04348 for the year 2011 the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchaser therein All That divided and demarcated 0.690% of the land out of 7.40 Acres i.e. equivalent to 0.0511 Acres of the Said Property.
- D. By registered Agreement for Sale dated 11.3.2008 made by and between Subinoy Karfa therein referred to as the Purchaser of the One Part and Brojonath Samanta & Co. and its partner Sri Ekkari Karfa therein referred to as the Vendors of the Other Part and registered at the office of Additional District Sub Registrar Burdwan in Book No. I, C.D. Volume No. 6, Pages 318 to 327, being No. 01672 for the year 2009 the vendors therein for the consideration and on the terms mentioned therein duly sold and conveyed to the Purchaser therein All That divided and demarcated 2.610% of land out of 7.40 Acres i.e., equivalent to 0.1931 Acres or 19.31 Satak of the Said Property.
- E. By registered Deed of Conveyance dated 2<sup>nd</sup> June, 2011 and made by and between Brojonath Samanta & Co. and its partner Sri Ekkari Karfa therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional District Sub Registrar Burdwan in Book No. I, Volume No. 14, Pages 1 to 58, Being No. 04349 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 2.610% of land out of 7.40 Acres i.e., equivalent to 0.1931 Acres or 19.31 Satak of the Said Property.
- F. By registered Deed of Conveyance dated 11<sup>th</sup> June, 2011 and made by and between Sumit Kumar Samanta & Ors. therein referred to as the Vendors of the First Part and

Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 8816 to 8871, Being No. 01083 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 12.844% of land out of 7.40 Acres i.e., equivalent to 0.9505 Acres of the Said Property.

- G. By registered Deed of Conveyance dated 11<sup>th</sup> June, 2011 and made by and between Siddhartha Samanta & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and Bhakti Samanta therein referred to as the another Confirming Party of the Fourth Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 8759 to 8815, Being No. 01085 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 8.333% of land out of 7.40 Acres i.e., equivalent to 0.6166 Acres of the Said Property.
- H. By registered Deed of Conveyance dated 2<sup>nd</sup> July, 2011 and made by and between Kali Sankar Karfa & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, C. D. Volume No. 3, Pages 2252 to 2306, Being No. 1236 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 8.590% of land out of 7.40 Acres i.e., equivalent to 0.6357 Acres of the Said Property.
- I. By a registered Deed of Conveyance dated 24<sup>th</sup> July, 2011 and made by and between Sailendra Kumar Roy & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third

Part and registered at the Office of Additional Registrar of Assurances III Kolkata in Book No. I, C. D. Volume No.3, Pages 4684 to 4741 being No. 01425 for the year, 2011, the Vendors therein for the consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 4.300% of land out of 7.40 Acres i.e., equivalent to 0.3182 Acres of the said Property.

- J. By virtue of the aforesaid Deed of Conveyance the Purchasers namely **(1) M/S. ABHILASHA HEIGHTS PRIVATE LIMITED AND (2) M/S. AARTI HIGHRISE PRIVATE LIMITED** became the absolute Owners of the said Property included the land morefully described in the **PARAGRAPH 24** hereinabove written.
- K. After Purchase the said ABHILASHA HEIGHTS PRIVATE LIMITED AND AARTI HIGHRISE PRIVATE LIMITED have their name mutated in the record of B.L. & L.R.O. each having separate Khatian Number and each having 3.625 Acres recorded in their names aggregating to 7.25 Acres morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said entire premises. Both the said owners have also mutated their name with the Burdwan Municipality.
- L. By a registered Development/Joint Venture Agreement dated 9<sup>th</sup> January, 2015 made by and between **M/S. AARTI HIGHRISE PRIVATE LIMITED** therein referred as the Developer/Co-Owner of the First Part and **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** therein referred to as the Co-Owner of the Second Part and registered at the office of Additional registrar of Assurance III, Kolkata, in Book No. I, C.D. Volume No. 1, Pages 1339 to 1377, being No. 00085 for the year 2015 the parties jointly agrees to developed the said demarcated 5.25 Acres of land which was initially stage on the terms and condition as recorded therein. However, although the said Development Agreement provide allocation of the area but both the parties agreed in superseding the area allotment the sale will be made jointly and after meeting all the expenditure of the Project at a later stage the profit will be share equally.
- M. By a modified Development/Joint Venture Agreement dated 27<sup>th</sup> August, 2018 and made by and between **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** therein referred to as the Co-owner of the First Part and **M/S. AARTI HIGHRISE PRIVATE LIMITED** therein

referred to as the Developer/ Co-owner of the Second Part and registered at the Office at the Additional District Sub-Registrar Office, Burdwan in Book No. I, Volume No. 0203-2018, Pages No. 123889 to 123922, Being No. 020307130 for the year 2018, the owners and Developer modified the terms and condition of the earlier Development Agreement and decided that the Project as sanctioned entire 7.25 Acres will be implement with joint sale.

- N. The Co-Owner also registered a General Power of Attorney dated 27<sup>th</sup> August, 2018 in favour of the Developer to do all the acts as required from time to time in terms of the said Development Agreement. The said General of Power of Attorney is registered at the Office at the Additional District Sub-Registrar Office, Burdwan in Book No. I, Volume No. 0203-2018, Pages No. 123923 to 123939, Being No. 020307146 for the year 2018, the owners and Developer modified the terms and condition of the earlier Development Agreement and decided that the Project as sanctioned entire 7.25 Acres will be implement with joint sale.
- O. The plans for construction of the said Buildings has been sanctioned by the Burdwan Municipality vide Building Permit No. 1317 dated 25.11.2016 and as modified on

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**SCHEDULE "H" 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 Said 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 Said 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 Said 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 said 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 Said 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 said 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 said Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the said Apartment nor to commit or permit to be committed any form of alteration or changes in the said Apartment or in the beams, columns, pillars of the Said Buildings passing through the said 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 apartment then the same shall be a right appurtenant to such apartment and the right of use and enjoyment thereof shall always travel with such 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 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 Said Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the said 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 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 said 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 said 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 said 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 said Apartment free from all hazards relating to fire.
22. To keep the said 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 said 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 said 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 said 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, Burdwan Municipality, WBSEE, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the said 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 Shamianasetc.
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 said 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 up 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 therefrom by the Owners/ suppliers/service provider) against applicable charges and terms and conditions therefor. 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 said Apartment and Appurtenances directly to the Burdwan Municipality and any other appropriate authority Provided That so long as the Said 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 said 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 Said 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 Said 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 Said 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 Said 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 Said 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 Said 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-fulfilment 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.

