

Agreement for Sale

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties:**

3.1 **Mangalam Educational Society**, a society registered under the West Bengal Societies Registration Act, 1961, having its registered office at St. Helen's School, 14, Watkins' Lane, Howrah-711101, Police Station Golabari, Post Office Golabari, District Howrah, West Bengal (**PAN AAAAM5064H**)

3.2 **St. Paul's Education Foundation**, a society registered under the West Bengal Societies Registration Act, 1961, having its registered office at St. Helen's School, 14, Watkins' Lane, Howrah-711101, Police Station Golabari, Post Office Golabari, District Howrah, West Bengal (PAN AADTS8217N)

3.3 **Vedansh Traders Private Limited**, a company within the meaning of the Companies Act, 2013, having its registered office at 135, Foreshore Road, Howrah-711102, Police Station Shibpur, Post Office Shibpur, District Howrah, West Bengal (PAN AAACV8876C)

all are represented by their constituted attorney, **Usha Projects Private Limited (CIN No. U70101WB2005PTC105925)**, a company within the meaning of the Companies Act, 2013, having its registered office at Flat No. 5C, 5th Floor, 21A, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Shakespeare Sarani, District Kolkata, West Bengal (PAN AAACU7929H), represented by its Authorized Signatory, **Jaybindra Thakur**, son of Late Bishnu Thakur, by faith Hindu, by nationality Indian, by occupation Business, residing at NB Railway Apartment, Netaji Subhas Road, Shanti Nagar, Liluah, Howrah-711204, Police Station Liluah, Post Office Liluah, District Howrah, West Bengal (PAN AHMPT0144M)

(collectively **Owners**, which expression includes their successors-in-interest)

And

3.4 **Usha Projects Private Limited (CIN No. U70101WB2005PTC105925)**, a company within the meaning of the Companies Act, 2013, having its registered office at Flat No. 5C, 5th Floor, 21A, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Shakespeare Sarani, District Kolkata, West Bengal (PAN AAACU7929H), represented by its Authorized Signatory, **Jaybindra Thakur**, son of Late Bishnu Thakur, by faith Hindu, by nationality Indian, by occupation Business, residing at NB Railway Apartment, Netaji Subhas Road, Shanti Nagar, Liluah, Howrah-711204, Police Station Liluah, Post Office Liluah, District Howrah, West Bengal (PAN AHMPT0144M)

(**Promoter**, which expression includes its successors-in-interest and/or assigns)

And

3.5

(**Allottees**, which expression includes his/her/its heirs, executors, administrators, successors-in-interest and permitted assigns).

Owners, Promoter and Allottees referred to as such or as **Party** and collectively **Parties**.

IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

4. Background:

4.1 **Definitions:** For the purpose of this Agreement for Sale, unless the context otherwise requires:

4.1.1 **Act** means the Real Estate (Regulation and Development) Act, 2016.

4.1.2 **Rules** means the West Bengal Real Estate (Regulation and Development) Rules, 2021.

4.1.3 **Regulations** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

4.1.4 **Section** means a section of the Act.

4.2 **Ownership of Project Property:** The Owners, by virtue of purchases as mentioned in Clause 4.3 below, are the joint owners of land measuring approximately 78.889 (seventy-eight point eight eight nine) *cottah*, situate, lying at and being Municipal Premises No.160, Grand Trunk Road, Howrah-711102, Police Station Shibpur, within Ward No. 31 of the Howrah Municipal Corporation (**HMC**), Mouza Baze Shibpur (presently known as Shibpur Sheet No. 66) , District Howrah, West Bengal (Zone Sandhyabazar to Rajnarayan Roychoudhury Ghat Road) (**Project Property**). The Project Property is more particularly described in **Schedule A** below and delineated in colour **Red** on the **Plan** annexed hereto and marked as **Annexure 1**.

4.3 **Purchase of Project Property:** The Owners have purchased the Project Property vide 3 (three) separate Deeds of Conveyance i.e. (1) Deed of Conveyance dated 14th December, 2019, registered in the Office of the District Sub-Registrar II, Howrah and recorded in Book No. I, Volume No. 0513-2019, Pages from 233096 to 233125, being Deed No. 051307066 for the year 2019 (2) Deed of Conveyance dated 22nd September, 2021, registered in the Office of the District Sub-Registrar II, Howrah and recorded in Book No. I, Volume No. 0513-2021, Pages from 285484 to 285512, being Deed No. 051308384 for the year 2021 and (3) Deed of Conveyance dated 21st January, 2008, registered in the Office of the Registrar of Assurances I, Kolkata and recorded in Book No. I, CD Volume No. 10, Pages from 7620 to 7653, being Deed No. 04907 for the year 2009.

4.4 **Said Development Agreement and Said Power Of Attorney:** For the purposes of developing (by way of constructing) 2 (two) blocks of buildings named **Prarthana** containing apartments/units (both residential and commercial), car parking spaces and any other permissible developments on the Project Property (**Said Complex**), the Owners and the Promoter have entered into (1) a Development Agreement dated 7th January, 2023 between Mangalam Educational Society and St. Paul's Educational Foundation (being the Owner Nos. 1 and 2 herein) and the Promoter, registered in the Office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. I, Volume No. 1904-2023, Pages from 250595 to 250633, being Deed No. 190404945 for the year 2023 (2) a Development Agreement dated 20th June, 2023 between Vedansh Traders Private Limited (being the Owner No. 3 herein) and the Promoter, registered in the Office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. I, Volume No. 1904-2023, Pages from 433483 to 433522, being Deed No. 190408840 for the year 2023 and (3) a Supplementary Development Agreement dated 26th September, 2023 between all the Owners and the Promoter, registered in the Office of the Additional Registrar of Assurances IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2023, Pages from 881673 to 881694, being Deed No. 15359 for the year 2023

(collectively **Said Development Agreement**). By a Power of Attorney dated 23rd September, 2023, registered in the Office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. I, being No. 15358 for the year 2023 (**Said Power Of Attorney**), the Owners granted power to the Promoter to sell the apartments/units (both residential and commercial), car parking spaces and any other permissible developments (collectively **Saleable Spaces**) in the Said Complex.

- 4.5 **Sanction:** The HMC has sanctioned the building plan for construction of the Said Complex, bearing Building Permit No. 24/15-16 dated on 20.09.2021 (**Building Plan**). The Promoter has already prepared an altered/amended Building Plan and the Promoter shall be entitled to make further amendments and/or alterations, from time to time, to the above referred altered/amended Building Plan and the Allottees shall not be entitled to raise any objection in this regard.
- 4.6 **Registration of Said Project by Said Authority:** Vide Registration No. WBRERA/P/HOW/2023/000749, the Said Project (defined below) has been registered as a *real estate project* under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, with the West Bengal Real Estate Regulatory Authority (**Said Authority**), and such construction of the Said Complex and the sale of Saleable Spaces (collectively **Said Project**) has been approved by the Authority.
- 4.7 **Competence:** The Owners and the Promoter are fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the title of the Owners to the Project Property and the Promoter's right and entitlement to develop the Project Property on which the Said Complex is being constructed, have been completed.
- 4.8 **Rights of Promoter:** The Promoter has, under the Said Development Agreement, exclusive rights to sell or otherwise transfer the Saleable Spaces and to receive the price and other amounts in respect thereof.
- 4.9 **Allotment of Said Apartment And Appurtenances:** The Allottees had applied for an apartment in the Said Project vide Application No. dated and has been allotted Residential Apartment No., on the floor, having carpet area of square feet, more or less, with attached balcony measuring 39.22 (thirty nine point two two) square feet, more or less, in **Block (Said Block)** of the Said Complex (**Said Apartment**) together with the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**), the Said Apartment being more particularly described in **Schedule B** below and the layout of the Said Apartment being delineated in colour **Green** on the **Plan** annexed hereto and marked as **Annexure 2 together with** pro rata share (**Share In Common Areas**) in the common areas of the Said Project described in **Schedule E** below (**Common Areas**), as member of the body of owners of all the Saleable Spaces of the Said Complex formed under the West Bengal Apartment Ownership Act, 1972 (**Association**), the Said Apartment, the Said Parking Space and the Share In Common Area collectively being also described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).
- 4.10 **Agreement and Laws Understood:** The Parties hereby confirm that they (1) have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and (2) are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project.

- 4.11 **Material Aspects of Said Project:** The principal and material aspects of the development of the Said Project as disclosed by the Promoter are briefly stated below:
- 4.11.1 **Utilization of Additional FAR:** The Promoter shall be entitled to utilize any additional FAR or constructed areas may be sanctionable in respect of the Project Property and/or any other adjoining land if included by the Promoter within the area of the Said Project in future, by construction of additional floors or storeys on the Said Complex or any block or blocks thereof, at any time before or after completion of construction of the Said Complex and such right is being hereby excluded and reserved unto the Promoter. The Allottees accept any consequential variation in the shares in land and Common Areas attributable to the Said Apartment and agrees not to claim any amount or reduction of Price on account thereof.
- 4.11.2 **Limited Areas And Facilities:** The Allottees agree that the Promoter shall be entitled to provide and designate certain Common Areas and facilities appurtenant to Saleable Spaces in the Said Project as limited and exclusive Common Areas and facilities, the usage whereof shall be limited and exclusive to the Allottees/s of such Saleable Spaces, to the exclusion of other Allottees/s of the Said Project (**Limited Areas And Facilities**). The Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** below. The Allottees agree not to use the Limited Areas and Facilities identified for other Allottees/s nor shall the Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Allottees/s.
- 4.11.3 **Common Areas for Residential Saleable Space Allottees:** The Common Areas in the Said Project that may be usable by the Allottees and all other Allottees/s (collectively **Project Allottees**) on a non-exclusive basis are listed in **Schedule E** below. In this regard it is clarified that the Said Project shall contain certain common areas, facilities and amenities as specified in **Part III** of **Schedule E** which shall be exclusively be made available to and usable by the Allottees/s of the residential Saleable Spaces comprised in the Said Project and shall not be available to the Allottees/s of the commercial Saleable Spaces comprised in the Project.
- 4.11.4 The Said Building shall contain certain Common Areas as specified in **Part I** of **Schedule E** below and the Allottees shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other Allottees/s of the Said Building and other persons as may be permitted by the Promoter. The Project shall also contain certain Common Areas as specified in **Part II** of **Schedule E** below and the Allottees shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other Allottees/s of the Project and other persons as may be permitted by the Promoter.
- 4.11.5 **Sample Flat:** The Allottees agree and acknowledge that the sample apartment/flat/unit (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided therein are only for the purpose of show casing and/or interior decoration and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment/flat/unit, other than as expressly agreed by the Promoter

under this Agreement. The height of the Said Apartment shall be in accordance to the Building Plan and the same may differ from the height of the sample apartment/flat/unit constructed by the Promoter.

4.11.6 **Parties Willing to Enter into Agreement:** 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.

4.11.7 **Agreement to Sell and Purchase:** 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 Allottees hereby agrees to purchase the Said Apartment And Appurtenances collectively described in **Schedule B** below.

5. Financial Terms:

5.1 **Agreement Subject to Conditions Contained Herein:** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase the Said Apartment And Appurtenances described in **Schedule B** below.

5.2 **Total Consideration:** The total price for the Said Apartment And Appurtenances is **Rs. (Rupees Only)** and the total price of the Said Parking Space is **Rs. 8,00,000/- (Rupees eight lacs)**, aggregating to **Rs./- (Rupees Only) (Total Consideration)**.

5.3 **Total Extras and Total Deposits:** The Total Extras (**Total Extras**) and Total Deposits (**Total Deposits**) in respect of Said Apartment And Appurtenances, payable by the Allottees to the Promoter, consists of the following:

Total Extras:

1.	Club, Generator, Transformer & Electricity Expenses, , Legal Charges, excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottees at actuals, Formation of Association,	Rs.
5.	Electricity	Meter deposit at actual

Total Deposits:

1.	Maintenance Deposit	Rs.....
2.	Maintenance Corpus Fund	Rs.....
	Total: Rupees one lac twenty eight thousand eight hundred and sixty and Paisa fifty	Rs.

5.4 **Total Tax:** As per prevailing rates of GST, GST in respect of Total Consideration is **Rs. (Rupees Only)** and in respect of the

Total Extras and Deposits is Rs. (Rupees Only) (collectively Total Tax).

However, this amount is excluding the amount of GST paid on 'Extra Development Charges'.

5.5 **Total Price:** The Total Consideration, the Total Extras and Deposits and the Total Tax as mentioned in Clause Nos. 5.2, 5.3 and 5.4 above are collectively **Total Price**. The computation of the Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as agreed to be provided within the Said Project.

Explanation:

- (i) The Total Price includes the booking amount paid by the Allottees to the Promoter towards the Said Apartment And Appurtenances.
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST (if any as per law) and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project and payable by the Promoter, up to the date of handing over possession of the Said Apartment And Appurtenances in terms of this Agreement **provided that** in case there is any change/modification in the taxes, the subsequent amount payable by the Allottees to the Promoter shall be increased/reduced based on such change/modification.
- (iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees 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) If applicable, tax deduction at source (TDS) under section 194 IA of the Income Tax Act, 1961, shall be deducted by the Allottees on the consideration payable to the Promoter and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law and the Allottees shall provide proper evidence thereof to the Promoter within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottees 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 Allottees under this Agreement and the amount thereof shall be treated as outstanding.

5.6 **Total Price Escalation Free:** The Total Price is escalation-free save and except escalations/increases which the Allottees hereby agrees to pay due to increase on account of extra development charges payable to any Competent Authority/Local Bodies/Government and/or any other increase in taxes and charges which may be levied or imposed by any Competent Authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges or cost/charges imposed by the Competent Authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand published/issued to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent

payments.

- 5.7 **Payment Plan:** The Allottees shall make payment as per the payment plan set out in **Schedule C (Payment Plan)**. Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order or online payment (as applicable) drawn in favour of/to the account of the Promoter, payable at Kolkata.
- 5.8 **Part Payment by Allottees:** The Allottees have paid a sum equivalent to 10% (ten percent) of the Total Price as booking amount, being part payment towards the Total Price of the Said Apartment And Appurtenances, which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottees hereby agree to pay the balance of the Total Price as prescribed in the Payment Plan specified in **Schedule C**, as may be demanded by the Promoter within the time and in the manner specified therein **provided that** if the Allottees delay in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.
- 5.9 **No Liability of Promoter for Housing Loan:** In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall, in no event, assume any liability and/or responsibility for such loan and/or financial assistance.
- 5.10 **Timely Payment:** Timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof.
- 5.11 **Delay/Default by Allottees:** In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then, without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust from any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 5.12 **Allottees to Comply with Forex Regulations:** The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder and as modified from time to time and all other applicable laws including that of remittance of payment for acquisition/sale/ transfer of immovable properties in India etc. (collectively **Forex Regulations**) and provide the Promoter with such permission and approvals 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 Forex Regulations. The Allottees understand and agree that in the event of any failure on part of the Allottees to comply with the applicable guidelines issued under Forex Regulations, the Allottees may be liable for any action under Forex Regulations.
- 5.13 **Indemnity to Promoter for Forex Regulations:** The Promoter accepts no responsibility in regard to matters specified in Clause 5.12 above. The Allottees shall keep the

Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under Forex Regulations. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way, and the Promoter shall issue payment receipts in favour of the Allottees only.

5.14 **Adjustment/Appropriation of Payments:** The Allottees authorize the Promoter to adjust appropriate all payments made by the Allottees under any head(s) of dues against lawful outstanding of the Allottees against the Said Apartment And Appurtenances, if any, in the name of the Allottees, as the Promoter may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoter to adjust payments in any other manner.

6. Construction Related Terms:

6.1 **Construction as per Building Plan:** The Allottees have seen the specifications of construction and finishing of the Said Apartment and the Said Complex as described in **Schedule D** below (**Specifications**) and accepted the Payment Plan, the layout plan of the Said Apartment [annexed along with this Agreement] which is based on the Sanctioned Plan approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Building Plan and Specifications. 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 and provisions prescribed by the applicable building rules and shall not have an option to make any variation/alteration/modification in such plans, other than those as elsewhere provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 **No Additions and Alterations:** It is agreed that without the previous written consent of the Allottees as per the provisions of the Act, the Promoter shall not make any additions and alterations in the Building Plan, layout plans and specifications of construction and finishing as described in **Schedule D** below (**Specifications**) save and except finishing items, which may be altered/modified by the Promoter at its sole discretion. The nature of fixtures, fittings and amenities as described in **Schedule D** and **Schedule E** below shall be in conformity with the advertisement, prospectus etc. on the basis of which sale of the Said Apartment And Appurtenances is being effected. The Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act provided that the Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition and alterations.

6.3 **Carpet Area:** The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Apartment is complete and the completion certificate 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, if required, upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottees within 45 (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 Allottees. If there is any increase in the carpet area allotted to the Allottees, the Promoter shall

demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 5.2 above.

7. Possession and Conveyance of Said Apartment:

7.1 Schedule for Possession of the Said Apartment: The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Project to the Association (upon its formation and registration) is the essence of the Agreement. The Promoter, based on the approved Building Plan and Specifications, assures to hand over possession of the Said Apartment on **31st October, 2028 (Completion Date)**, 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 Project or any further delay(s) beyond the control of the Promoter due to epidemic, quarantine restriction, state or nation-wide lockdown, including any future disruptions due to the coronavirus disease (collectively **Force Majeure**). If, however, the completion of the Project is delayed due to Force Majeure conditions, then the Allottees agree that the Promoter shall be entitled to extension of time for delivery of possession of the Said Apartment **provided that** such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm 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 Allottees the entire amount received by the Promoter from the allotment, within 45 (forty-five) days from that date. After refund of the money paid by the Allottees, the Allottees agree that the Allottees 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. The Completion Date has been accepted by the Allottees but if the Said Apartment is made ready prior to the Completion Date, the Allottees undertake and covenant not to make or raise any objection to the consequent pre-ponement of the Allottees payment obligations, having clearly agreed and understood that the payment obligations of the Allottees is linked *inter alia* to the progress of construction, and the same is not a time linked plan.

7.2 Procedure for Taking Possession: The Promoter, within 30 (thirty) days of obtaining completion certificate from the competent authority, shall offer in writing the possession of the Said Apartment to the Allottees and the Allottees shall take possession within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottees subject to payment of all amount due and payable under this Agreement and registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions and formalities for documentation on part of the Promoter. The Allottees, after taking possession, agree to pay the maintenance charges as provided in **Schedule G** below as determined by the Promoter/Association, as the case may be (**Maintenance Charges**).

7.3 Failure of Allottees to take Possession: Upon receiving written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottees shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottees. In case the Allottees fail to take possession within the time provided in Clause 7.2 above, the Allottees shall continue to be liable to pay interest on the amount due and payable in terms of this Agreement and Maintenance Charges as applicable.

- 7.4 **Possession to Association:** After obtaining completion certificate and handing over physical possession of all Saleable Spaces comprised in the Said Project to Project Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Project as specified in **Schedule E** below, to the Association, upon its formation and registration.
- 7.5 **Time is Essence:** Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the Said Project and for handing over the Said Apartment to the Allottees and the Common Areas to the Association, upon its formation and registration, as disclosed at the time of registration of the Said Project with the Said Authority. Similarly, the Allottees shall make timely payments of the installment and other dues payable by the Allottees and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** i.e. the Payment Plan.
- 7.6 **Conveyance:** The Promoter, on receipt of Total Price as provided in **Schedule C** below from the Allottees, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment And Appurtenances to the Allottee, within 3 (three) months from the date of issuance of the completion certificate to the Allottees. However, in case the Allottees fail to deposit stamp duty and registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees authorize the Promoter to withhold registration of the conveyance deed in favour of the Allottees, till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees. The Allottees shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- 7.7 **Outgoings of Said Apartment:** The Promoter agrees to pay all outgoings of the Said Apartment before transferring physical possession thereof to the Allottees, which have been collected from the Allottees, for payment of outgoings which shall include land cost, ground rent, municipal or other local taxes, charges for water or electricity, mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Said Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the Said Apartment to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

8. **Rights of Allottees:**

- 8.1 **Allottees to Have Following Rights:** Subject to other provisions of this Agreement, the Promoter agrees and acknowledges that the Allottees shall have the following rights to the Said Apartment And Appurtenances:
- 8.1.1 **Exclusive Ownership of Said Apartment:** The Allottees shall have exclusive ownership of the Said Apartment which shall be treated as a single indivisible unit for all purposes.
- 8.1.2 **Ownership and Use of Common Areas:** The Allottees shall also have undivided

proportionate share in the Common Areas of the Said Project as described in **Schedule E** below, in the capacity as a member of the Association, since the Common Areas and shall be transferred in favour of the Association, as mandated by law. Since the share/interest of the Allottees in the Common Areas of the Said Project is undivided and cannot be divided or separated, the Allottees shall use the Common Areas of the Said Project along with other Project Allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas of the Said Project to the Association, after obtaining the completion certificate from the competent authority as provided in the Act.

- 8.2 **Said Project Independent:** It is agreed and understood by the Allottees that (1) the Said Project is an independent, self-contained project covering the Project Property described in **Schedule A** below (2) the Said Project's facilities and amenities shall be available for use and enjoyment of the Project Allottees as expressly mentioned in this Agreement and (3) all other areas, i.e. areas and facilities falling outside the Said Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 8.3 **Cancellation by Allottees:** The Allottees shall have the right to cancel/withdraw the allotment in the Said Project as provided in the Act **provided that** where the Allottees propose to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the Promoter to the Allottees within 45 (forty-five) days of such cancellation. The Allottees shall, at own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 8.4 **Compensation for Title Defect by Owners:** The Owners shall compensate the Allottees in case of any loss caused to the Allottees due to defective title of the Project Property, on which the Said Apartment is being constructed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- 8.5 **Refund and Compensation by Promoter:** Except for occurrence of a Force Majeure event, if (1) the Promoter fails to complete or is unable to give possession of the Said Apartment in accordance with the terms of this Agreement, duly completed by the Completion Date or (2) due to discontinuance of business of the 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 by the Allottees, in case the Allottees wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Said Apartment And Appurtenances, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due **provided that** if the Allottees do not intend to withdraw from the Said Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules, 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 Allottees within 45 (forty-five) days of it becoming due.
9. **Representations and Warranties of Promoter:** The Promoter hereby represents and warrants to the Allottees as follows:

- 9.1 **Title of Owners:** The Owners have absolute, clear and marketable title with respect to the Project Property.
- 9.2 **Requisite Authority and Possession:** The Promoter has the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Said Project.
- 9.3 **Requisite Approvals:** The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- 9.4 **No Encumbrances:** There are no encumbrances upon the Project Property or the Said Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Said Authority.
- 9.5 **No Litigations:** There are no litigations pending before any Court of Law or Authority with respect of the Project Property or the Said Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Said Authority.
- 9.6 **All Approvals Valid:** All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, the Project Property, the Said Apartment, the Said Block and the Common Areas of the Said Project, till the date of handing over of the Said Project to the Association.
- 9.7 **Right to Enter into Agreement:** 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 Allottees created herein, may be prejudicially affected.
- 9.8 **No Prior Agreement:** The Promoter has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottees under this Agreement.
- 9.9 **No Restrictions:** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment And Appurtenances to the Allottees in the manner contemplated in this Agreement.
- 9.10 **Possession on Conveyance:** At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful and physical possession of the Said Apartment to the Allottees and the Common Areas of the Said Project to the Association, upon the same being formed and registered.
- 9.11 **No Rights of HUF or Minors:** The Said Apartment 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 Apartment.
- 9.12 **Dues Paid:** 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 irrespective of whether possession of Said Apartment along with

Common Areas of the Project (equipped with all Specifications, amenities and facilities) has been handed over to the Allottees and the Association or not.

9.13 **No Notice:** 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 Project Property) has been received by or served upon the Promoter in respect of the Project Property.

9.14 **No Waqf:** The Project Property is not a *waqf* property.

10. Events of Defaults and Consequences:

10.1 **Of Promoter:** Subject to the Force Majeure, the Promoter shall be considered under a condition of default, in the following events:

10.1.1 **Failure to Deliver Possession:** If the Promoter fails to deliver ready to move in possession of the Said Apartment to the Allottees within the time period specified in Clause 7.1 above or fails to complete the Said Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects.

10.1.2 **Discontinuance of Business:** Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of registration under the provisions of the Act or the Rules or Regulations made thereunder.

10.2 **Entitlements of Allottee:** In case of default by Promoter under the conditions listed above, the Allottees shall be entitled to the following:

10.2.1 **Stopping Payments:** Stop making further payments to the Promoter as demanded by the Promoter. If the Allottees stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees shall be required to make the next payment without any interest; or

10.2.2 **Terminating Agreement:** The Allottees shall have the option of terminating this Agreement, in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate specified in the Rules, within 45 (forty-five) days of receiving the termination notice subject to Allottees registering deed of cancellation in respect of the Said Apartment And Appurtenances **provided that** if the Allottees do not intend to withdraw from the Said Project and terminate the Agreement, the Allottee shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay, till the handing over of the possession of the Said Apartment.

10.3 **Of Allottee:** The Allottees shall be considered under a condition of default, in case the Allottees fail to make payment to the Promoter as per the Payment Plan, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.

10.4 **Entitlements of Promoter:** In case default by the Allottees under the condition listed

above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment in favour of the Allottees and refund the amount paid by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper. The Allottees shall, at own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

11. Maintenance of Said Block/Said Apartment/Said Project:

11.1 Common Expenses and Maintenance Charges: The Promoter shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance by the Association, upon the issuance of completion certificate of the Said Project. The cost and charges for such maintenance (**Maintenance Charges**), which shall include all costs and expenses for (1) maintenance, management, upkeep and administration of the Common Areas (2) rendition of services in common to the Project Allottees and (3) common purposes, indicative list of which is mentioned in **Schedule G** below (**Common Expenses**), shall be shared, contributed, borne and paid by the Project Allottees to the Promoter from the date of obtaining completion certificate, till handover of maintenance of the Said Project to the Association, and thereafter to the Association.

12. Defect Liability:

12.1 Obligation of Promoter: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement is brought to the notice of the Promoter by the Allottees within a period of 5 (five) years from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 Circumstances of Exclusion of Liability: It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of default and/or negligence of the Allottees and/or any other Project Allottees or acts of third party(ies) or on account of any Force Majeure events including on account of any repairs/redecoration/any other work undertaken by the Allottees and/or any other Project Allottees. The Allottees are aware that any changes and alterations including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Apartment at various places or in its entirety and hence any changes or alterations as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in above and the Allottees and/or the Association shall have no claims of whatsoever nature against the Promoter in this regard. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottees, it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Said Project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed, if any.

13. Obligations, Negative Covenants and Covenants of Allottee:

- 13.1 **Obligation to Pay Maintenance Charges by Allottees:** The Allottees hereby agree to purchase the Said Apartment And Appurtenances on the specific understanding that the right of the Allottee to the use of Common Areas shall be subject to timely payment of all Maintenance Charges, as determined by the Promoter, until formation of the Association, and thereafter by the Association and as be billed by the Promoter or the professional facility management organization to whom the Promoter shall hand over management and upkeep of all Common Areas (**Facility Manager**) or directly by the Association, and performance by the Allottees of all obligations in respect of the terms and conditions specified by the Promoter (directly or through the Facility Manager) or the Association, from time to time.
- 13.2 **Right of Access of Association/Facility Manager:** The Allottees hereby agree that the Promoter/Facility Manager/Association shall have right of unrestricted access to all Common Areas and covered parking spaces for providing necessary maintenance services and the Allottees further agree to permit the Facility Manager/Association 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.
- 13.3 **No Right of Use of Basement and Service Areas:** The basements and service areas located within the Said Complex shall be earmarked for purposes such as parking spaces and for services including but not limited to electric sub-station, transformer, DG set rooms, STP, WTP, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per Building Plan. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, and the same shall be reserved for use by the Association for rendering maintenance services.
- 13.4 **Internal Maintenance and Upkeep by Allottees:** Subject to the other provisions of this Agreement, the Allottees shall, after taking possession, be solely responsible to maintain the Said Apartment at own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block 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 the Allottees shall keep the Said Apartment, its walls and partitions, sewers, drains, pipe 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 Said Block is not in any way damaged or jeopardized.
- 13.5 **Negative Covenants Applicable to Allottees:** The Allottees further undertake, assure and guarantee that the Allottees shall not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the facade of the Said Block or anywhere on the exterior of the Said Block/Said Complex or the Common Areas. The Allottees shall also not change the colour 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 Allottees shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the Common Areas of the Said Block. The Allottees shall also not remove any wall including the outer and load bearing wall of the Said Apartment. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.6 **Further Amendments and Alterations:** The Allottees hereby agree that the Promoter

shall be entitled to make further amendments and/or alterations, from time to time, to the Building Plan and the Allottees shall not be entitled to raise any objection in this regard.

- 13.7 **Electrical Load:** The Allottees shall plan and distribute electrical load in conformity with the electrical systems installed, as be directed by the Promoter and thereafter the Association or Facility Manager.
- 13.8 **Covenants:** In addition to the aforesaid, the Allottees hereby agree to observe and perform the stipulations, regulations and covenants (collectively **Covenants**) described in **Schedule F** below.
14. **Covenants of Promoter:**
 - 14.1 **No Further Mortgage:** The Owner/ Promoter shall have the right to raise finance and/or loan facility from any bank and/or financial institution for that purpose create mortgage, charge on the Project Land and/or securitization of the receivables. However, after the Promoter executes this Agreement, it shall not mortgage or create 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 Allottees.
 - 14.2 The Promoter has assured the Allottees that the Said Project in its entirety shall be in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, and the Promoter shall comply with all regulations as applicable under the said Act.

15. General Terms:

- 15.1 **Binding Effect:** Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt by the Allottees, and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, the application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.
- 15.2 **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.
- 15.3 **Amendment:** This Agreement may be amended only through written consent of the Parties.
- 15.4 **Agreement Applicable to Subsequent Allottees:** It is clearly understood and agreed by and between the Parties that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment shall equally be applicable to and enforceable against and by any subsequent allottees of the Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.
- 15.5 **Waiver Not Limitation to Enforce:** 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 Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees. Failure on the part of the Parties to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be a waiver of any other provisions or of the right thereafter to enforce each and every provision.
- 15.6 **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably be in consonance 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 the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 15.7 **Method of Calculation of Proportionate Share:** Wherever in this Agreement it is stipulated that the Allottees have to make any payment in common with other Project

Allottees, the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the apartments in the Said Complex.

- 15.8 **Further Assurances:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and assurances and take such other actions as be necessary, 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.
- 15.9 **Place of Execution:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees. After the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar having jurisdiction over the Said Project.
- 15.10 **Notices:** All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottees and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement, failing which all communications and letters posted at the above addresses shall be deemed to have been received by the Promoter or the Allottees, as the case may be.
- 15.11 **Joint Allottees:** 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 Allottees.
- 15.12 **Governing Law:** The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 15.13 **Dispute Resolution:** All or any disputes 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/hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Schedule A (Project Property)

Land measuring approximately 78.889 (seventy eight point eight eight nine) *cottahs*, more or less, equivalent to 56,800.08 (fifty six thousand eight hundred point zero eight) square feet and further equivalent to 5,276.86 (five thousand two hundred seventy six point eight six) square meter, situate, lying at and being Municipal Premises No.160, Grand Trunk Road, Howrah-711102, Police Station Shibpur, within Ward No. 36 of the Howrah Municipal Corporation, *Mouza Baze Shibpur*, District Howrah (Zone Sandhyabazar to Rajnarayan Roychoudhury Ghat Road), delineated in colour **Red** on the **Plan** annexed hereto and marked as **Annexure 1** and butted and bounded as follows:

On the North	:	Partly Premises No. 159, G.T. Road (South), Howrah and partly by other premises
On the East	:	By G.T. Road (South), Howrah
On the South	:	Shibpur Police Station
On the West	:	Partly by Premises No. 17, P.M. Bustee 4th By-lane, Howrah and partly by other premises

**Schedule B
(Said Apartment And Appurtenances)**

(a) Residential Apartment No., on the floor, having carpet area of (.....) square feet, more or less, with attached balcony measuring (.....) square feet, more or less, in **Block 1** of the Said Complex named **Prarthana**, the layout of the Said Apartment being delineated in colour **Green** on the **Plan** annexed hereto and marked as **Annexure 2**.

(b) The Said Parking Space, being the right to park 1 (one) medium sized car in the covered independent space, admeasuring **135 (one hundred and thirty five)** square feet; and

(c) Pro rata share in the Common Areas of the Said Project described in **Schedule E** below, as a members of the Association, subject to the terms and conditions of this Agreement.

**Schedule C
(Total Consideration)**

The Total Consideration for Said Apartment (as mentioned in Clause 5.2 above) payable is **Rs. (Rupees Only)** and the total price of the Said Parking Space is **Rs. 8,00,000/- (Rupees eight lacs)** aggregating to **Rs./- (RupeesOnly)**.

The Allottees shall make the payment of the Total Price (defined in Clause 1.1.4 of this Agreement) as per the below-mentioned payment plan.

(Payment Plan)

Booking Amount: Part - I (on day of Application)	Rs. 2,00,000 + GST
Booking Amount: Final (within 15 days of Application)	10% of the Total Consideration (Less Booking Amount: Part - I) + GST
Within 15 days of Execution of Agreement for Sale	10% of the Total Consideration + 50% of Total Extras + GST
On Commencement of Piling	10% of the Total Consideration + GST

On Commencement of Ground Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 3rd Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 6th Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 9th Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 12th Floor Slab Casting	10% of the Total Consideration + GST
On Commencement of 15th Floor Slab Casting	10% of the Total Consideration + GST
On Completion of Flooring of the Said Apartment	5% of the Total Consideration + GST
On Possession of the of the Said Apartment	5% of the Total Consideration + 50% of Total Extras + Total Deposits + GST

**Schedule D
(Specifications)**

Structure:	Earthquake resistant RCC framed structure
Internal & External Walls:	Brickwork/AAC blockwork
Doors: Main Door: Other Doors: Balcony: Door Hardware:	Decorative flush door with accessories Flush door Powder coated aluminium sliding door with clear glazing Door handles, locks and hinges of reputed make
Windows:	Powder coated aluminium with clear glazing windows
Flooring: Living & Dining Area, Bedrooms: Kitchen:	Vitrified tiles

Toilet: Ground Floor Lobby: Typical Floor Lobby:	Anti-skid ceramic tiles/vitrified tiles Anti-skid ceramic tiles Marble flooring Vitrified tiles
Electricals: Concealed Wiring: Television Point: Telephone Point: AC Point: Kitchen: Toilet:	Concealed wiring with modular switches of reputed make Provision for television point in living & dining and all bedrooms Provision of telephone and broadband points in living & dining Provision for one split AC in living & dining and all bedrooms Electrical points for light, fan, refrigerator, water purifier, microwave, mixer grinder and exhaust fan Electrical points for light, geyser, hairdryer and exhaust fan
Kitchen: Counter: Wall:	Granite slab with stainless steel sink Wall tiles up to 2ft height over granite counter
Toilet: Counter: Wall: Sanitary ware: CP fittings:	Granite basin counter in all toilets Ceramic tiles up to door height Sanitary ware of reputed make Sleek CP fittings of reputed make
Wall Finish: Internal Wall: Ceiling: External Wall:	Gypsum/Putty finish Putty finish Weather shield exterior grade paint
Lift:	Automatic high-speed elevators of reputed make

Schedule E
(Common Areas)

Part I
(Common Areas in Said Block)

<ul style="list-style-type: none"> Entrance Lobby at the ground level of the Said Block 	<ul style="list-style-type: none"> Lobbies on all floors and staircase(s) of the Said Block
<ul style="list-style-type: none"> Lift machine room(s) and lift well(s) of the Said Block 	<ul style="list-style-type: none"> Water reservoirs/tanks of the Said Block
<ul style="list-style-type: none"> Water supply pipeline in the Said Block (save those inside any Saleable Space) 	<ul style="list-style-type: none"> Drainage and sewage pipeline in the Said Block (save those inside any Saleable Space)
<ul style="list-style-type: none"> Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block 	<ul style="list-style-type: none"> Electricity meter(s) for common installations and space for their installation
<ul style="list-style-type: none"> Intercom Network in the Said Block, if any 	<ul style="list-style-type: none"> Network of Cable TV/DTH in the Said Block, if any

<ul style="list-style-type: none"> Broadband connection in the Said Block, if any 	<ul style="list-style-type: none"> Fire-fighting system in the Said Block
<ul style="list-style-type: none"> Lift(s) and allied machineries in the Said Block 	<ul style="list-style-type: none"> External walls of the Said Block
<ul style="list-style-type: none"> Roof Area 	<ul style="list-style-type: none"> Stair Room
<ul style="list-style-type: none"> CCTV 	

Part II
(Common Areas in Said Project)

1.	Driveways, fire tender paths, walkways and landscaped green areas
2.	Central drainage & sewage pipeline and central water supply pipeline
3.	Land comprised in the Project Property
4.	Utilities: Sewage treatment plant Advance fire-fighting system Central garbage collection system 24x7 power back up Water treatment plant 24x7 potable water supply Facility management service
5.	Smart Security System: 24x7 security post with gate house and boom barrier 24x7 CCTV surveillance in selected common areas

Part III
(Exclusive Common Areas for Residential Apartments)

1.	Key Highlights: Sacred Temple
2.	Podium: Swimming pool Kid's pool Water seating court Party hall AC gymnasium AC indoor games room Cabana with lawn Hanging lounge Adda zone with pebble bed
3.	Terrace: Lawn with deck Reflexology court Seating maze Cabana Adda cove Reading corner

<p>Surya namaskar deck Ortho seating deck Party lawn with BBQ deck Kids' play area Sky cove Open to sky games corner Chess court Sky turf</p>
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**Schedule F
(Covenants)**

The Allottees covenant with the Promoter (which expression includes the Association, wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottees:** The Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the Building Plan, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accept the same and shall not raise any objection with regard thereto.
2. **Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, are entering into this Agreement. The Allottees have examined and are acquainted with the Said Complex and have agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Complex and/or the Project Property **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to the Facility Manager. In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Maintenance Charges (3) the Allottees shall be bound to pay the Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Project Allottees.
4. **Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall (1) pay the property tax, surcharge, levies, cess etc. (collectively **Rates & Taxes**), proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Promoter/Facility Manager/ Association, such bills being conclusive proof of the liability of the Allottees in respect

thereof **and (2)** have mutation of the Said Apartment And Appurtenances completed at the earliest. The Allottees further admit and accept that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/Facility Manager/Association.

5. **Allottees to Pay Maintenance Charges:** The Allottees shall pay the Maintenance Charges on the basis of the bills to be raised by the Promoter/Facility Manager/Association, such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admit and accept that **(1)** the Allottees shall not claim any deduction or abatement in the bills relating to Maintenance Charges and **(2)** the Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Facility Manager/Association.
6. **Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Facility Manager/Association, within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 12% (twelve percent) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Facility Manager/Association. The Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas.
7. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to make other constructions on the Said Complex and/or Said Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Share In Common Areas:** The Allottees fully comprehend and accept that **(1)** the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Said Project **(2)** if the area of the Said Block/Said Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein **(3)** the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and **(4)** the Share In Common Areas are not divisible and

partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. **Allottees to Participate in Formation of Association and Apex Body:** The Allottees admit and accept that the Allottees and other Project Allottees shall form the Association and the Allottees shall become member thereof. Further, the Association shall be bound to form a common maintenance body with similar association of all Saleable Spaces in the non-residential component of the Said Complex, for supervision of maintenance of the facilities common for all occupants of the Said Complex (**Apex Body**). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the formation expenses) and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Project Allottee will be entitled to cast a vote irrespective of his/her/its size of apartment. The Allottees further admit and accept that the Allottees shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.
12. **Obligations of Allottees:** The Allottees shall:
 - 12.1 **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Block and the Said Complex by the Promoter/Facility Manager/Association/Apex Body.
 - 12.2 **Observe Rules:** Observe the rules framed from time to time by the Promoter/Facility Manager/Association/Apex Body for the beneficial common enjoyment of the Said Block and the Said Complex.
 - 12.3 **Pay Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately, from the possession date.
 - 12.4 **Meter and Cabling:** Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Project Allottees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Project Property, and outside walls of the Said Block **save** in the manner indicated by the Promoter/Facility Manager/ Association.
 - 12.5 **Residential Use:** Use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
 - 12.6 **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees make any alterations/changes, the Allottees shall compensate the

Promoter/Association as estimated by the Promoter/Association for restoring it to its original state.

- 12.7 **No Structural Alteration and Prohibited Installations:** The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Apartment and/or on any external part of the Said Block and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge for air-conditioners only at such places as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment/Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Promoter/Facility Manager/Association in writing, the Allottees shall not alter, modify or in any manner change the structure or any civil construction in the Said Apartment or the Common Areas or the Said Block. Further, the Allottees shall not make any additional construction to cover the balcony of the Said Apartment.
- 12.8 **No Sub-Division:** Not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- 12.9 **No Changing Name:** Not change/alter/modify the name of the Said Block and the Said Complex from that mentioned in this Agreement.
- 12.10 **Trade Mark Restriction:** Not to use the name/mark *Prarthana* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottees do so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark *Prarthana*.
- 12.11 **No Nuisance and Disturbance:** Not use the Said Apartment or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Said Complex and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- 12.12 **No Storage:** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- 12.13 **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:** Not obstruct the Promoter/Facility Manager/Association/Apex Body in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block

and/or the Said Complex/Said Project/Project Property and selling or granting rights to any person on any part of the Said Block/Said Complex/Said Project/Project Property (excepting the Said Apartment).

- 12.14 **No Obstruction of Common Areas:** Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment.
- 12.15 **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Promoter/Facility Manager/Association for the use of the Common Areas.
- 12.16 **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- 12.17 **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment or the Common Areas.
- 12.18 **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment.
- 12.19 **No Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Said Apartment.
- 12.20 **No Floor Damage:** Not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- 12.21 **No Installing Generator:** Not install or keep or run any generator in the Said Apartment.
- 12.22 **No Use of Machinery:** Not install or operate any machinery or equipment except home appliances.
- 12.23 **No Misuse of Water:** Not misuse or permit to be misused the water supply to the Said Apartment.
- 12.24 **No Damage to Common Areas:** Not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.
- 12.25 **No Hanging Clothes:** Not hang or cause to be hung clothes from the exterior portions of the Said Apartment.
- 12.26 **Fire Safety and Air Conditioning Equipment:** Not object to any fire safety equipment including fire sprinklers and air conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understand and accept that as per the present statutory requirements/fire norms, fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further

the Allottees hereby confirm that the Allottees shall not violate any terms of the statutory requirements/fire norms.

13. **Notification Regarding Letting/Transfer:** If the Allottees let out or sell the Said Apartment And Appurtenances, the Allottees shall immediately notify the Facility Manager/Association of the tenant's address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottees shall obtain a No Objection Certificate from the Facility Manager/Association, which shall only be issued to the Allottees after payment of all outstanding Maintenance Charges, if any.
14. **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottees have accepted the scheme of the Promoter to construct/develop the Said Complex/Said Project in phases and to construct on other portions of the Project Property and hence the Allottees have no objection to the continuance of construction in the other portions of the Project Property/Said Complex, even after the date of possession. The Allottees shall not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.
15. **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Project Property/Said Complex and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Property/Said Complex.
16. **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit, on the Project Property and on the façade, terrace, compound wall or other part of the Said Complex. The Promoter shall also be entitled to select, decide and place hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Project Allottees, proportionately.
17. **Nomination:** The Allottees admit and accept that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the condition that the Allottees (1) shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination (2) shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter and (3) shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter towards the tripartite nomination agreement. Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid transfer charge.

18. **Said Club:**
- 18.1 **Said Club for Residential Apartments:** The Promoter has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all Project Allottees of residential apartments in the Said Complex.
- 18.2 **Membership Obligation of Allottees:** Membership of the Said Club being compulsory for all Project Allottees of residential apartments in the Said Complex, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottees under this Agreement is more than 1 (one), as be nominated *inter se* among the Allottees, agree to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement.
- 18.3 **Appointment of Club Manager:** The Allottees understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by a professional club operation and management agency appointed by the Promoter (**Club Manager**) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottees) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.
- 18.4 **Membership Scheme of Said Club:** The Allottees understand and accept that (1) membership of the Said Club shall be open only to the Project Allottees of the residential apartments in the Said Complex and shall not be open/available to the Allottees of the of commercial units in the Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if an allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an allottee lets out his/her/its apartment, he/she/it may request a temporary suspension of his/her/its usage right of the Said Club and apply for permission for usage of the Said Club by the tenant under his/her/its membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by such allottee.
- 18.5 **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottees understand and accept that the Promoter shall have the sole right and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.
- 18.6 **Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Allottees understand and accept that the possession date of the

Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.

- 18.7 **Duties of Club Manager:** The Allottees understand and accept that the Said Club shall be managed and operated professionally through the Club Manager. Notwithstanding formation of the Association, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the Project Allottees shall have no right to replace the Club Manager.
- 18.8 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottees understand and accept that (1) the Allottees do not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottees may have to pay separate amounts towards membership fee (2) the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees reside at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter, and this shall be in addition to the Maintenance Charges.
- 18.9 **User Charge:** The Allottees understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis and (2) the rates, schedules etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

Schedule G (Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator sets, changeover switch, pump 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 and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex save those separately assessed on the Project Allottees.
8. **Staff:** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers,

electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

In Witness Whereof the Parties have executed and delivered this Agreement at the place and on the date mentioned above.

Mangalam Educational Society

**St. Paul's Education Foundation
Vedansh Traders Private Limited**

all are represented by their constituted attorney
Usha Projects Private Limited
represented by its Authorized Signatory
Jaybindra Thakur
(Owners)

Usha Projects Private Limited

represented by its Authorized Signatory
Jaybindra Thakur
(Promoter)

(Allottees)

Drafted by me:

Advocate
Enrolment No. _____

Witnesses:

Signature _____ Signature _____
Name _____ Name _____
Father's Name _____ Father's Name _____
Address _____ Address _____

MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottees the within mentioned sum of **Rs./-** (**Rupees Only**) as part payment of the Total Price for sale of the Said Apartment And Appurtenances as per memo below:

1.		
2.		
TOTAL AMOUNT RECEIVED		Rs.

Usha Projects Private Limited

represented by its Authorized Signatory
Jaybindra Thakur
(Promoter)

Witnesses:

Signature _____ Signature _____
Name _____ Name _____