

AGREEMENT OF SALE

THIS Agreement of Sale ("Agreement") executed on this _____ day of _____ Two Thousand _____ **BY AND BETWEEN SIOM REALTY PRIVATE LIMITED** (formerly Mani Enclave Private Limited) (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1st Floor, Post Office Ballygunge, Police Station Ballygunge, Kolkata 700019, represented by its _____ vide _____, hereinafter referred to as "the **PROMOTER/ DEVELOPER**"

(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART AND (1) (SMT.) KAJLI SRIMAL** (PAN-ALKPS0861J) (Aadhaar No.931858432445), wife of Sri Rabindra Srimal, by occupation-Housewife, by Nationality-Indian, residing at PS Magnum, Flat 1B, Block 4, VIP Road, Kaikhali, P.O. Kaikhali, Police Station Rajarhat, Kolkata 700052, represented by _____ vide Power of Attorney dated _____ duly registered with D.S.R.- IV, South 24 Parganas in Book No. I, Volume No. _____, Pages from _____ to _____ Being No. _____ for the year _____ and hereinafter referred to as "the **FIRST LAND OWNER**" (2a) **RABINDRA SRIMAL** (PAN - ALKPS3516N) (Aadhaar No.201701665610), son of Late Kantilal Srimal, by occupation- Business, by Nationality Indian, residing at PS Magnum, Flat 1B, Block 4, VIP Road, Kaikhali, P.O. Kaikhali, Police Station Rajarhat, Kolkata 700052, and (2b) **ANUP BHURA** (PANAELPB6967J) (Aadhaar No.578634863789), son of Late Gambhir Chand Bhura, by occupation-Business, by Nationality Indian, residing at No.48A, Badridas Temple Street, P.O.Shyambazar, Police Station Manicktala, Kolkata 700004 (hereinafter jointly referred to as "the **SECOND LAND OWNERS**") both represented by their Constituted Attorney **Siom Realty Private Limited** (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1st Floor, Post Office Ballygunge, Police Station Ballygunge, Kolkata 700019, under the signature of its director Sri. Sameer Vikram Agarwal (PAN: ADYPA4896M) (Aadhaar No. 784426151812) son of Sri. Vikram Chand Balchand Agarwal, by occupation Business, by Nationality Indian, residing at 3/2A, Garcha 1st Lane, P.O. Ballygunge, P.S.Gariahat, Kolkata 700019 vide Power of Attorney dated _____ duly registered with DSR- IV, South 24 Parganas in Book No.I, Volume No.1604-2019, Pages from 202287 to 202318 Being No.160405490 for the year 2019; and (3a) **(SMT.) AMITA BHURA** (PAN-AHFPB7797P) (Aadhaar No.278697005112), wife of Sri Anup Bhura, by occupation-Housewife, by Nationality Indian, residing at No.48A, Badridas Temple Street, P.O.Shyambazar, Police Station Manicktala, Kolkata 700004, and (3b) **ANUP BHURA** (PANAELPB6967J) (Aadhaar No.578634863789), son of Late Gambhir Chand Bhura, by occupation Business, by Nationality Indian, residing at No.48A, Badridas Temple Street, P.O.Shyambazar, Police Station Manicktala, Kolkata 700004, for self and as the Karta of his Hindu Undivided Family named and styled as "**ANUP BHURA (HUF)**", (PAN of the said HUF being **AACHA1372F**), having its place of business at No.48A, Badridas Temple Street, P.O.Shyambazar, Police Station Manicktala, Kolkata 700004, both represented by _____ vide _____ Power of Attorney dated _____ duly registered with DSR- IV, South 24 Parganas in Book No.I, Volume No. _____, Pages from _____ to _____ Being No. _____ for the year _____ (hereinafter referred to as "the **THIRD LAND OWNER**"); all the **First Land Owners**, the **Second Land Owner** and the **Third Land Owner** are hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall mean and include the heirs executors administrators and legal representatives of the individuals and the members / coparceners of the HUF and their heirs executors administrators and legal representatives) of the **SECOND PART AND ALLOTTEE/PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include _____) of the **THIRD PART:**

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All Those** the pieces and parcels of land containing an area of **1 Bighas 15 Cottahs 15 Chittacks 14 Square Feet** more or less situate lying at and being divided and demarcated portions of **L.R. Dag Nos.664 (part) and 666 (part)**, corresponding **R.S. Dag Nos.585 and**

584, (recorded in **L.R. Khatian Nos.2541, 2542, 2543, 2544**); both in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, being part of Holding Nos.7406, 7407, 7408, 7409 and 7410, under Police Station-Sonarpur, in the District of South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, West Bengal, described in the **FIRST SCHEDULE** hereunder written.

Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.

- C. By and in terms of the Development Agreements (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained. **Be it mentioned and made clear that** under the Development Agreement entered into by the Second Land Owner with the Developer, there are other lands as well, which are not part of the said Project at the said Premises.
- D. The said Premises is earmarked for the purpose of building a Housing Complex / Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;
- F. The Promoter has obtained the sanctioned plan for the Project from the concerned sanctioning authority as mentioned in the **Definition No.() of Annexure A (being the definition of Plan)** hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the **Definition No.() of Annexure A (being the definition of Plan)** hereinbelow. It is however clarified that the Allottee is fully aware that the Promoter intends to apply to the concerned authority for sanction of additional floors to the presently sanctioned Building/s, as mentioned in details in the Definition No. () (being the definition of Plan), and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same;
- G. The Promoter has given notice on _____ to the Block Development Officer, Bon Hooghly Gram Panchayat, South 24 Parganas, West Bengal for commencement of construction on _____.
- H. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No. _____.
- I. The Allottee had applied for allotment of an **Apartment / Unit** in the Project and has been allotted the **said Apartment / Unit** as hereinafter defined, described in the **SECOND SCHEDULE** hereunder written, and details also mentioned hereinbelow:

All That the Residential **Flat / Apartment bearing Unit No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ **Square Feet**) and **Maintenance Chargeable Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ floor of the Building "**NAVMAYUKKH**" at the said Premises described in the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

TOGETHER WITH the right to park one medium sized motor car _____ of the Housing Complex, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Land Owners (each to the extent of their respective rights and interests) hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment / Unit as specified in para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the Development Agreements and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Apartment / Unit, and agrees and covenants not to raise any objection with regard thereto. The Allottee is fully aware of the fact that under the Development Agreement entered into by the Land Owners or some of them with the Developer, there are other lands as well, which are not the subject matter of these presents and not forming part of the Project referred to in this agreement.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case at any time additional / further constructions are sanctioned by the concerned authorities, then the Promoter and the Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

The Allottee is fully aware of the fact that the Promoter has taken steps to apply to the concerned authorities for sanction of additional floors to the existing sanctioned Building for consuming the additional FAR (Floor Area Ratio) if and as available, including on account of "Green Buildings" and/or "Metro Corridor" and/or "Mass Housing" or all, as applicable, details whereof are mentioned in the definitions contained in **Annexure "A"** hereto and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

The Allottee is fully aware of the fact that additional floor(s) are proposed to be sanctioned on the presently sanctioned Buildings and also extension of the Buildings is proposed to be made and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Buildings have been planned to take the entire load of additional floors.

The Allottee has also been made aware of the fact that certain Common Areas and Installations may be reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees and no other allottees shall be entitled to use and/or enjoy the same and maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.

The Allottee has also been made aware and consents to the fact that the Developer has developed the Adjacent Project [as defined in **Definition No.(vii) of Annexure "A"** hereto] and that some of the Common Areas Installations and Facilities (including the Broad Infrastructure as hereinafter defined) at the said Premises and the said Adjacent Project are intended to be used by the Allottees of both the said Premises and the said Adjacent Project in common with each other, notwithstanding the fact that either of the said Premises or the said Adjacent Project may be having lesser or higher quantum of Common Areas Installations and Facilities; and the Allottee herein shall not be entitled to object to the same. The Common Areas and Installations at the said Premises have been planned and designed after taking into account the fact that the same shall also be used by the allottees of units/ apartments in the Adjacent Project.

The Allottee is aware that the Promoter may undertake construction of the Project / Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

The Allottee is also aware of and consents to the fact that the Promoter and/or the Land Owners have also acquired certain lands on the rear side of the said Premises and the said Adjacent Project comprised in R.S. Dag Nos.587/1561 (P) and 586 (P) in the same Mouza and are also in the process of acquiring further lands on the rear side of the said Premises and the said Adjacent Project (hereinafter for the sake of brevity called "the **Rear Lands**") and accordingly for the purpose of access to such Rear Lands by the Promoter, the Land Owners and the owners and occupiers of such Rear Lands [including the flat buyers / allottees of units and other constructed spaces in the project(s) as be developed by the Promoter thereat], with men materials and vehicles, from the Main Public Road on the South of the said Premises, all paths passages roads driveways etc. in the said Premises (which are tentatively delineated in the Site Plan annexed hereto duly hatched thereon in "**Blue**" and hereinafter for the sake of brevity called "the **Common Access Passages**"), alongwith portions of the said Adjacent Project, have been earmarked and/or reserved for such purpose, to which the Allottee hereby consents and shall not raise any objection with regard thereto nor cause any obstruction or hindrance to the common use and enjoyment of the same as aforesaid.

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Owners agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment / Unit as specified in para I;
- 1.2 The Total Price for the Apartment / Unit is **Rs. _____/- (Rupees _____)** only ("**Total Price**") as also mentioned in **Part-I of the Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price (Rs.)
Apartment/ Unit No. _____, on the _____ Floor; Carpet Area _____ Square Feet ; Built-up Area _____ Square Feet ; Maintenance Chargeable Area _____ Square Feet ; along with right to park _____ in the _____ car parking space;	_____/ -
Total Price (Consideration):	_____/ -

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment / Unit;
- (ii) The Total Price above excludes Taxes (i.e. tax paid or payable by the Promoter by way of GST, if any as per law and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over of the possession of the Apartment/ Unit;

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

The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition (only if there is a change in tax laws), the Promoter shall provide to the Allottee 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;

- (iii) The Total Price of Apartment / Unit includes (i) pro rata share in the Common Areas; and (ii) _____ car park(s) / garage(s) / closed parking(s), if any and other properties and appurtenances as provided in the Agreement. However, the total price excludes the TDS, maintenance charges and the Extra Charges and Deposits as set out in **Part-III and Part-IV of the Fifth Schedule** hereunder written. That shall be payable in addition to the total price aforesaid, the allottee shall, before the date of possession / date of commencement of liability / date of demand by the Promoter whichever be earliest.

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

- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Part-II of the Fifth Schedule** hereunder written ("**Payment Plan**").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 5% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and amenities described in **Part-I and Part-II of the Third Schedule** in respect of the Apartment / Unit or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals ___ & ___ and Definition No. (_____)** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall, based on the Architect's certificate, confirm the final carpet area, as also the built-up and maintenance chargeable areas, that has been allotted to the Allottee after the construction of the Building is complete and the completion/ occupancy certificate (if and as applicable) is granted by the competent authority. The total price payable shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area within the same defined limit, the Promoter shall demand the price for the increased area from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project as regards to the carpet area and the built-up area of the said Apartment / Unit, as well as the proportionate share of the Allottee in the common areas, shall be final and binding on the parties hereto.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment / Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment / Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas which is subject to the other provisions hereof, including transfer of Common Areas and Installations in favour of the Association as prescribed by RERA. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. Subject to the other provisions hereof, it is clarified that the Promoter shall convey undivided proportionate title in the common areas of the Project to the Association of allottees (upon registration of the same) as provided in the Act, if and as be feasible;
 - (iii) That the computation of the price of the Apartment/ Unit includes recovery of price of land, construction of [not only the Apartment/ Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, electrical connectivity to the common areas like lift, water line and plumbing, finishing with POP/Putty, tiles, doors, windows, fire detection and firefighting equipment in the common areas as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment / Unit along with Car Park / Garage/closed parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any)/ mechanical parkings etc., as applicable, shall be treated as a single indivisible unit for all purposes.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the 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.

- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Unit / Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including 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 Project and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the Unit / Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charge, 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.

- 1.11 The Allottee has paid a sum equivalent to of **Rs. _____ (Rupees _____)** only (in short "the **Booking Amount**") as booking amount being 10% (ten percent) of the Total Price of the Apartment / Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the **Payment Plan (Part-II of the Fifth Schedule)** as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

- 1.12 The Owners hereby authorise the Promoter to grant receipts for the consideration / payments received hereunder and confirm that such grant of receipts by the Promoter shall fully discharge the Allottee for making payments hereunder to the Promoter including for and on behalf of the Owners, if and as applicable.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "**Siom Realty Pvt. Ltd.**" payable at **Kolkata**.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment / Unit to the Allottee and the Common Areas to the Association of the allottees (upon its registration) after receiving the completion / occupancy certificate (if and as applicable). Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of the construction by the Promoter as provided in **Part II** of the **Fifth Schedule** in the Payment Plan.

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

The Allottee has seen the specifications of the Apartment / Unit (as mentioned in **Third Schedule** herein), and accepted the Payment Plan, floor plans, layout plans (annexed alongwith this Agreement) which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the said layout plans, floor plans 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, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals ___ & ___ and Definition No. (_____)** (being the definition of Plan) of the **Annexure "A"** hereto.

7. **POSSESSION OF THE APARTMENT / UNIT**

- 7.1 **Schedule for possession of the said Apartment / Unit:** The Promoter agrees and understands that timely delivery of possession of the Apartment / Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before _____, with an additional grace period of 12 (twelve) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, court order, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms

that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the completion certificate (if and as applicable and which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment / Unit, to the Allottee in terms of this Agreement to be taken within the period mentioned herein and in such notice and the Promoter shall give possession of the Apartment / Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the Apartment / Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the completion / occupancy certificate (if and as applicable), of the Project or part thereof.

- 7.3 **Failure of Allottee to take Possession of Apartment / Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2 and its sub-clauses, the Allottee shall within the period mentioned herein and in such intimation take possession of the Apartment / Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment / Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

- 7.4 **Possession by the Allottee** – After obtaining the completion certificate (if and as applicable) and handing over physical possession of all the units / apartments to the allottees, it shall be the responsibility of the Promoter to hand over the copy of necessary documents, including common areas, to the Association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the copy of necessary document and common areas, to the association of Allottees (upon its registration) or the competent authority, as the case may be and after obtaining the completion certificate (if and as applicable).

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

- 7.6 **Compensation**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment / Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment / Unit, with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within 45 days including compensation in the manner as provided under the Act within the period mentioned in the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the Apartment / Unit.

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

The Land Owners and the Promoter hereby respectively represent and warrant to the Allottee as follows:

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment / Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and Units / Apartments and common areas;
- (vi) The Land Owners/Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
- (vii) The Land Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project

and the said Apartment / Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Land Owners/Promoter confirm that the Land Owners/Promoter are not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee and the common areas to the Association of the Allottees (upon the same being registered);
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter / Land Owners have 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 possession of the Apartment / Unit is offered to the Allottee in terms hereof;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the said Property is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Promoter fails to provide ready to move in possession of the Apartment / Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment / Unit shall be in a habitable condition which is complete in all respects subject to the other provisions hereof;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this agreement and there is Default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; Provided That this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment / Unit, along with interest at the rate specified in the Rules

(presently being State Bank of India PLR plus 2% per annum) within the period mentioned in the Rules;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the Apartment / Unit, which shall be paid by the Promoter to the Allottee within the period mentioned in the Rules.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 15 days after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment / Unit in favour of the Allottee and refund the amount money paid to the Promoter by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the Allottee on account of legal charges, Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the Apartment / Unit to any other interested person (New Trasferee). The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- (iii) In case the Allottee fails to execute and register the Deed of Cancellation, as aforesaid, the Sale Agreement shall be deemed to have been cancelled and the payment due to the Allottee shall be held by the Promoter and upon the Allottee executing and registering the Deed of Cancellation, the payment shall be released in favour the Allottee and such payment when withheld by the Promoter shall not carry any interest.

10. **CONVEYANCE OF THE SAID UNIT / APARTMENT**

The Land Owners / Promoter on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment within 3 (three) months from the issuance of the completion / occupancy certificate (if and as applicable).

However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

The Common Areas and Installations are intended to be transferred by the Promoter and the Land Owners in favour of the Association, of which the Allottee shall be a member, as mandated by law, and the Allottee hereby consents to the same and the Allottee and all other allottees shall do all acts deeds and things in connection therewith and bear and pay all stamp duty registration fees and other charges proportionately, if and as applicable. The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee 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). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter or the Land Owners.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment / Unit in favour of the Allottee or the Association (as applicable) without claiming any additional consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in the said Premises in terms of the Development Agreement, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment / Unit for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable). The cost of stamp duty and registration fees etc., will be borne and paid by the Allottee proportionately.

11. **MAINTENANCE OF THE SAID BUILDING/ UNIT /PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

11A. **BROAD INFRASTRUCTURE**

The Promoter has developed the Adjacent Project [as defined in **Definition No.(vii) of Annexure "A"** hereto] and certain areas installations facilities and amenities (in short called "the **Broad Infrastructure**") are proposed to be serving and for common use and enjoyment of the said Project and the said Nearby Properties / Adjacent Project, details whereof are mentioned in the **Seventh Schedule** hereunder written, for integration of infrastructure.

The Allottee shall not have any proportionate share, title, ownership or interest in the said Broad Infrastructure, but merely a limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall

be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially till the project at the said Premises being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof to the Association of Allottees of the either of the projects at the said Premises or the Adjacent Project; Alternately, the Promoter shall be entitled to have a single association / maintenance body for both / all the developments together, if permissible.

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee.

Till such time the project at the said Premises is constructed and completed, the expenses on account of such Broad Infrastructure shall be debited to the said Adjacent Project and thereafter the same shall be shared proportionately between the said Premises and the Adjacent Project as dealt with later in this agreement.

12. DEFECT LIABILITY

It is agreed that in case any structural defect relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of the area of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the said Apartment / Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT / UNIT FOR REPAIRS

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, car parks /garages/ closed parkings and other parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking

spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of allottees formed for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT / APARTMENT:

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit, and keep the Apartment / Unit, 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 Building / Housing Complex is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, Buildings therein or 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 Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment /Unit.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment / Unit, all the requirements, requisitions, demands and repairs which are require by any competent Authority in respect of the Apartment / Unit at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force or approved by the sanctionary authority.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment / Unit /Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment / Unit.

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

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.
21. **BINDING EFFECT**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fee as mentioned in the application form.
22. **ENTIRE AGREEMENT**
This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Unit / Building, as the case may be.
23. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.
24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment / Unit, in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.
25. **WAIVER NOT A LIMITATION TO ENFORCE**
 - 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. **SEVERABILITY**

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

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

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

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar/Sub-Registrar, as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

30. **NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

31. **JOINT ALLOTTEES**

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

32. **GOVERNING LAW**

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

33. **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 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

33.1 **ARBITRATION:**

- (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be referred for arbitration to an arbitral comprising of three individuals, one arbitrator each to be appointed by the Developer and the Purchaser and the third to be appointed by the two arbitrators so appointed by the Developer and the Purchaser and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
- (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

33.2 **JURISDICTION:** Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms hereof and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owners and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @2% (Two Percent) of the price at which the Allottee agrees to transfer the said unit to his nominee or such other fees/charges as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation plus applicable G.S.T. and similar fees/charges shall be payable for all subsequent nominations as well **And Subject Nevertheless To** the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the said Unit in his own favour or in favour of his nominee Provided That in case the Allottee shall

require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge mentioned hereinabove or as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;

- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

34.1 It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. **OTHER PROVISIONS:**

35.1 The use and enjoyment of the Apartment / Unit shall however, be subject to the payment of the Taxes and Outgoing mentioned in **Annexure "B"** and in accordance with the Rules and Regulations framed by the Promoter from time to time (including the Rules and Regulations as mentioned in **Annexure "B"** hereto) AND as a matter of necessity , the Allottee binds himself and covenants with the Promoter, other Allotees, Maintenance Staff and the persons permitted by the Promoter (a) to use the Common Areas and Installations in common with the Promoter, other Allotees, Maintenance Staff and the persons permitted by the Promoter without causing any inconvenience or hindrance to them, and (b) to observe fulfill and perform the rules regulations obligations covenants and restrictions framed and made applicable by the Promoter and/or the Maintenance-In-charge from time to time for the quiet and peaceful use enjoyment and management of the Building.

35.1.1 The Allottee shall not hold the Promoter and/or the Maintenance In-charge liable in any manner for any accident or damage while enjoying the Common Areas and Installations by the Allottee or his family members, guest, visitors or any other person.

35.2 The proportionate share of the Allottees in various matters referred herein shall be such as be determined by the Promoter and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

35.3 The Allottee shall not in any manner cause any objection obstruction interference hindrances or interruption at any time hereafter in the construction or completion of construction of the Project / Housing Complex / Buildings or other parts of the

said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) or the Adjacent Project or the Rear Lands nor do anything whereby the construction or development of the Housing Complex / Buildings and the Said Premises or the Adjacent Project or the Rear Lands or the sale or transfer of the other Units in the Said Premises or the Adjacent Project or the Rear Lands is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect, default or act matter or deed of the Allottee, the Promoter is restrained from construction and development at the Said Premises or the Adjacent Project or the Rear Lands and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Housing Complex / Buildings or the Said Premises or the Adjacent Project or the Rear Lands, then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners, as also the Land Owners of the Adjacent Project or the Rear Lands for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them including Third Party claim.

- 35.4 Save the said Unit and the common right to use the Common Areas and Installations in terms of this agreement, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Buildings thereat.
- 35.5 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units on the First floor and /or the Top floor level of all the building shall have the exclusive open to sky Terrace attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.6 The Allottee admits and acknowledges that the Allottee has been duly made aware of the fact that the Community Hall on the First floor level of the Adjacent Project, which forms part of the Broad Infrastructure, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allottees or the Maintenance company or the Maintenance In-Charge or Association to persons who are not the residents of the said Premises or the Adjacent Project and the same is and shall be for the use and enjoyment of the Allottees / residents of the Project and the Adjacent Project subject to the Rules, Regulations and Bye-laws governing the same from time to time.
- 35.7 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.8 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.9 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.
- 35.10 In relation to Clause No.7.2, it is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of

charges for various utilities like electricity generator water lifts etc., as be determined by the Promoter.

- 35.11 In relation to Clause No.7.3, it is further agreed and clarified that in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.50/- (Rupees Fifty only) per Square Feet per month of the Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.
- 35.12 In relation to Clause No.7.5 it is agreed and clarified that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the Apartment / Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 35.13 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.14 The Promoter shall have the right to grant allot/lease to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the said Premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.15 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, lease, sell and/or part with possession of the same and/or to deal with and dispose off the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.16 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer deal with or dispose off the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other

amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 32.17 The Promoter / Developer, may in its absolute discretion, shall also be absolutely entitled to enter into any agreement or arrangement with the owners / occupiers of any other property adjoining / contiguous to the said Premises thereby allowing / permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities and the Broad Infrastructure in the said Premises. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Developer and all persons authorised / permitted by the Developer shall be entitled to full free unfettered and uninterrupted rights and liberties (including the right of easements and of ingress and egress and also the right of access, way, flow and passage of electricity, water, telephone, gas, waste, soil etc. through pipes drains wires conduits etc.) at all times by day or night to pass or repass to or from such Adjoining / contiguous Property along, over and under the paths passages driveways etc. within the said Premises with or without men materials and vehicles of any description for all purposes connected with the beneficial use and enjoyment of the said Adjoining / contiguous Property and for all lawful purposes.
- 35.18 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining / contiguous properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the **"Enlarged Property Under Development"**) shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations(including Broad infrastructure as hereinafter defined) may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.19 The Promoter may already have or in future, in its absolute discretion, shall also be entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous / in close vicinity to the existing property, including those properties for which the Promoter has / may have ownership / development rights thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of some or all of the Common Areas Installations and Facilities in the said Premises / existing property.
- 35.20 The Allottee is aware of and consents to the fact that the Developer has developed the Adjacent Project [as defined in **Definition No. _____ of Annexure "A"** hereto] and that some of the Common Areas Installations and Facilities (including the Broad Infrastructure as hereinafter defined) at the said Premises and the said Adjacent Project are intended to be used by the Allottees of both the said Premises and the said Adjacent Project in common with each other, notwithstanding the fact that either of the said Premises or the said Adjacent Project may be having lesser or higher quantum of Common Areas Installations and Facilities; and the Allottee herein shall not be entitled to object to the same. The Common Areas and Installations at the said Premises have been planned and designed after taking into account the fact that the same shall also be used by the allottees of units/apartments in the Adjacent Project.

- 35.21 The Allottee is also aware of and consents to the fact that the Promoter and/or the Land Owners have also acquired certain lands on the rear side of the said Premises and the said Adjacent Project comprised in R.S. Dag Nos.587/1561 (P) and 586 (P) in the same Mouza and are also in the process of acquiring further lands on the rear side of the said Premises and the said Adjacent Project (hereinafter for the sake of brevity called "the **Rear Lands**") and accordingly for the purpose of access to such Rear Lands by the Promoter, the Land Owners and the owners and occupiers of such Rear Lands [including the flat buyers / allottees of units and other constructed spaces in the project(s) as be developed by the Promoter thereat], with men materials and vehicles, from the Main Public Road on the South of the said Premises, all paths passages roads driveways etc. in the said Premises (which are tentatively delineated in the Site Plan annexed hereto duly hatched thereon in "**Blue**" and hereinafter for the sake of brevity called "the **Common Access Passages**"), alongwith portions of the said Adjacent Project, have been earmarked and/or reserved for such purpose, to which the Allottee hereby consents and shall not raise any objection with regard thereto nor cause any obstruction or hindrance to the common use and enjoyment of the same as aforesaid.
- 35.22 The right and liberties of the Promoter, the Land Owners and the owners and occupiers of such Rear Lands (including the flat buyers / allottees of flats / units and other constructed spaces in the project(s) as be developed by the Promoter thereat) over along and under the said Common Access Passages shall be full and free and unfettered and uninterrupted at all times hereafter by day or night and of using availing and enjoying the pipelines, water pipelines, water mains, electrical and other wiring and cables, sewers and drains and the facilities of passage of water waste and soil for the time being and also the rights and liberties of laying new pipelines, water pipelines, water mains, gas pipelines, electrical and other wiring and cables, telephone lines, sewers and drains over along or under the said Common Access Passages and to dig out and open the same for the purposes aforesaid and upon completion of such work to restore the same in its former state and condition entirely at their costs charges and expenses.
- 35.23 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said Premises and/or the Buildings / Blocks on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.24 The Allottee shall have no connection whatsoever with the Allottees of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.25 It is agreed that any transfer of the Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Allottee shall also be bound to become a member of the Association in place of the Allottee.
- 35.26 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 35.27 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorized by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.28 The Promoter will be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 35.29 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the demarcated portion of the said Premises on its south-western side, containing an area of _____ and which is delineated in the _____ **Plan** annexed hereto by "**Green**" borders, containing 2 (two) Bungalows / Row Houses and parking spaces thereat, are reserved for allottees of Bungalows / Row Houses (in short "the **Row Houses Area**") are reserved for exclusive use and ownership by the allottees / owners / occupiers of the 2 (two) Bungalows / Row Houses and the Allottee herein shall have no right thereon and hereby consents to the same. The Allottee acknowledges that such planning may undergo further changes in future and the Allottee hereby consents to the same and confirms that the Allottee herein and/or the Association neither have nor shall have any objection with regard thereto.
- 35.29.1 The Allottees / Owners / Occupiers of the 2 (two) Bungalows / Row Houses shall also have the right to common use and enjoyment of all the common areas installations and facilities in the Building and the said Project.
- 35.30 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting / transfer of the title / interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 35.31 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Housing Complex or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 35.32 Save those payable as per the Payment Plan mentioned in **Part-II** of the **Fifth Schedule** hereto and unless otherwise expressly mentioned herein, all extras and Deposits shall be paid by the Allottee to the Promoter within 30 days of receiving the Notice of Possession and before taking Possession of the Apartment. Unit.
- 35.33 Nothing contained above shall affect to derogate the right of the Promoter to claim any Extra or Deposit at any time after the delivery of possession in case the Promoter delivers possession of the Apartment/ Unit without receiving the same and the Allottee shall be liable to pay all such amounts within 30 days of receiving a notice from the Promoter in this behalf
- 35.34 In case any mechanical parking system is installed at any place in the said Premises, the same shall be erected, installed, managed maintained and upkept by and at the costs and expenses of the Allottee thereof, if allotted to any allottee.
- 32.35 In case any parking space is covered by a shed / canopy / glass cover / awning or any other form of cover, then the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 35.36 The Project / Housing Complex at the said Premises shall bear the name **"NAVMAYUKKH, a Project of Shivom Realty"** unless changed by the Promoter from time to time in its absolute discretion.
- 35.37 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: (including joint buyers):

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER / PROMOTER

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS / LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

All Those the pieces and parcels of land containing an area of **1 Bighas 15 Cottahs 15 Chittacks 14 Square Feet** more or less situate lying at and being divided and demarcated portions of **L.R. Dag Nos.664 (part) and 666 (part)**, corresponding **R.S.**

Dag Nos.585 and 584, (recorded in **L.R. Khatian Nos.2541, 2542, 2543, 2544**); both in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, being part of Holding Nos.7406, 7407, 7408, 7409 and 7410, under Police Station-Sonarpur, in the District of South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, West Bengal, as shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

The said Premises is butted and bounded as follows:

On the North :	By R.S. Dag No.1561(P);
On the East :	By R.S. Dag Nos.584 (P) & 585(P) and 1562;
On the South :	By Road and and R.S. Dag No.585 (P);and
On the West :	By Road;

Or Howsoever Otherwise the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(said APARTMENT / UNIT)

ALL THAT the Residential **Flat / Apartment bearing Unit No.** _____ containing a **Carpet Area** of _____ **Square Feet** [Built-up Area whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ **Square Feet**) and **Maintenance Chargeable Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ floor of the Building "**NAVMAYUKKH**" at the said Premises described in the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

TOGETHER WITH the right to park one medium sized motor car _____ of the Housing Complex, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO
PART-I
(Common Areas and Installations)

- a) Land comprised in the said Premises **save** the land comprised in the Row House Area.
- b) Entrance Lobby in the ground floor of the Building.
- c) Staircases, lobbies and landings of the Building.
- d) Ultimate roof(s) of the Building with overhead water tanks and distribution pipes therefrom to the Units.
- e) Electrical installations with main switch and meter and space required therefor in the building
- f) Roof / any structures built on the roof of the Building
- g) Lift/s along with lift shaft/s and the lobby(ies) in front of it on typical floors as per sanctioned plan.
- h) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- i) Requisite arrangement of Intercom/ EPABX with connections to each individual unit from the reception in the ground floor of the Building.
- j) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Project
- k) Underground Water reservoir
- l) Water pump with motor and with water supply pipes to the overhead water tanks for the Building and with distribution pipes therefrom connecting to different units
- m) Ion Filtration plant
- n) Provision of Firefighting system

It is expressly agreed understood and clarified that the Common Areas and Installations and user thereof shall be subject to the other provisions of these presents, including those related to Nearby Properties / Adjacent Project and also the Rear Lands and the project(s) that may be developed thereat.

PART-II **(Specifications of construction of the Said Unit)**

(I) FOUNDATION & STRUCTURE:

The Said Building/s' designed and is being built on R.C.C. foundation resting on deep bored concrete piles and Reinforced Concrete structure complying with IS code.

The Bungalows / Row Houses are being built on strip foundation and reinforce concrete structure complying with IS code.

(II) External & Internal walls:

The External and the Internal walls will be built with a combination of fly ash bricks/AAC Blocks and Reinforced concrete walls.

(III) DOORS:

- Entrance Door: flush door with Laminate on both side and with magic eye & handle
- Internal Doors: Primer finish flush doors with cylindrical locks
- Toilet doors will have cylindrical locks

(IV) WINDOWS: Natural Colour Anodized Sliding Aluminum windows or UPVC Sliding windows.

(V) FLOORING:

- (a) The flooring of the Living & Dinning, Bedrooms will be finished in vitrified tiles
- (b) Anti-skid ceramic tiles in bathrooms
- (c) Kitchen floor finished with ceramic tiles
- (d) Other common area floored with screed concrete
- (e) Typical floor lobbies finished with vitrified tiles

(VI) TOILETS:

- (a) Ceramic tiles on the walls upto door height and Anti-Skid ceramic tiles on the floor.
- (b) White Porcelain sanitary wares of Hindware/Parryware/Cera or equivalent brand.
- (c) Concealed piping system for Hot and cold water line.
- (d) Geysers points in all toilets.
- (e) Slick CP fittings of Jaquar/Parryware/CERA/ESCO/Hindware or of a similar/equivalent make.
- (f) Matching glass mirror, soap tray and towel rail.

(VII) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink.
- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.

(VIII) DECORATION WORK / WALLS:

- (a) External walls completed in cement and sand plaster with cement paint and/or texture finish and glazing as per architectural scheme
- (b) Internal walls finished in cement and sand plaster with neat POP punning

(IX) ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:

- (a) Total concealed electrical wiring for all the rooms.
- (b) Air-conditioning plug point in all the bedrooms and Living Room.

- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms
- (f) Telephone point in living room.
- (g) Compatible wiring which can be hooked up to a cable television network.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per Square feet of the built-up area of the said Unit.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations including Deposits paid to the concerned authority for common meter.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, renovating, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the allottee in common with each other, main entrance and exit gates, landings and staircases of the Building and enjoyed by the allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the new complex so enjoyed or used by the allottees / co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. The Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, main structures and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipment and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal and other rates and levies, taxes, surcharges, Multistoried Building Tax, Water Tax and other outgoing in respect of the Building and/or the Premises (save those separately assessed in respect of any unit.)
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.

- 10. Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 11. Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
- 12. Common Utilities:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(PART-I)

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Price (Rs.)
Apartment/ Unit No. _____, on the _____ Floor; Carpet Area _____ Square Feet ; Built-up Area _____ Square Feet ; Maintenance Chargeable Area _____ Square Feet ; along with right to park _____ in the _____ car parking space;	_____/-
Total Price (Consideration):	_____/-

(Rupees _____) only

Note: GST payable in addition to the total price is based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**SIOM REALTY PVT. LTD.**" or by online payment (as applicable) as follows:

PAYMENT SCHEDULE

-----**TO SET OUT**-----

PART-III
(TDS)

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

PART-IV
(EXTRA CHARGES AND DEPOSITS)

In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession /Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

Extra Charges:

- i) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed and or other documents to be executed and/or registered in pursuance hereof, which shall be Rs.35,000/- (Rupees thirty five thousand) only, out of which 50% shall be paid simultaneously with the execution hereof and the remaining 50% be paid against handing over of possession of the unit **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents, commission fees, facilitating the process of registration and expenses incidental to registration on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable.
- ii) Advance Maintenance Charges, equivalent to 12 (twelfth) months maintenance charges, alongwith applicable GST to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- iii) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- iv) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Project in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
- v) The full amount of Security Deposit, service Charges and other costs incurred and also payable to electricity authorities for obtaining direct electric meter in respect of the said Unit AND the proportionate share of the total amount of Security Deposit AND also Service Charges for obtaining electric connection/ service (HT/LT) in the said Premises and other cost incurred including wiring, cabling, installations, out of pocket expenses, etc. and also payable to the electricity authority/ consultant/ agencies for installation, maintenance, out of pocket expenses etc. and running and operating common area installation (HT/LT), which shall be calculated on actual basis (subject to a minimum of Rs. _____/- (Rupees _____) (plus G.S.T.) or as may be decided and/or mentioned hereinabove or made applicable from time to time by the Promoter in its absolute discretion) and it is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.
- vi) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and

impositions by whatever name called that may be charged on the said Premises proportionately or the said Apartment /Unit wholly or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Promoter.

- vii) For changes, if any, under any applicable Rule of the concerned sanctioning authority, the Allottee shall pay to the Promoter a fee/ charge as shall be made applicable by the Promoter from time to time.
- viii) Towards formation of Association.

Amounts to be Deposited:

The Allottee shall make advance payment and/or deposit and/or keep deposited (free of interest) with the Promoter and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- i) A sum of Rs._____/ - (Rupees _____) only towards electricity charges, sinking fund, other outgoings etc. free of interest;
- ii) A sum of Rs._____/ - (Rupees _____) only as Advance maintenance charges, plus applicable G.S.T. as mentioned hereinabove;

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

-----**TO SET OUT**-----

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Broad Infrastructure)

-----**TO SET OUT**-----

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All Those** the pieces and parcels of land containing an area of **1 Bighas 15 Cottahs 15 Chittacks 14 Square Feet** more or less situate lying at and being a divided and demarcated portions of **L.R. Dag Nos.664 and 666**, corresponding to **R.S. Dag Nos.585 and 584**, (recorded in **L.R. Khatian Nos.2541, 2542, 2543, 2544**); both in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, being part of Holding Nos.7406, 7407, 7408, 7409 and 7410, under Police Station-Sonarpur, in the District of South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, West Bengal, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- iv) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "**Navmayukkh**", consisting of (a) 2 (two) Row Houses; and (b) a Residential Multi-storeyed Building having a Ground Floor and 11(Eleven) Upper floors to be constructed by the Promoter at the said Premises, containing several independent and self-contained flats / apartments / bungalows / row houses, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand / extend and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.

The Allottee is aware that one or more Additional Floors are proposed to be sanctioned and constructed in Residential Multi-storeyed Building for consuming the additional FAR (Floor Area Ratio) if and as available, including on account of "Green Buildings / Metro Corridor / Mass Housing",

The Allottee is aware that the demarcated portion of the said Premises on its south-western side, containing an area of _____ and which is delineated in the _____ **Plan** annexed hereto by "**Green**" borders, containing 2 (two) Bungalows / Row Houses and parking spaces thereat, are reserved for allottees of Bungalows / Row Houses (in short "the **Row Houses Area**") are reserved for exclusive use and ownership by the allottees / owners / occupiers of the 2 (two) Bungalows / Row Houses and the Allottee herein shall have no right thereon and hereby consents to the same. The Allottee acknowledges that such planning may undergo further changes in future and the Allottee hereby consents to the same and confirms that the Allottee herein and/or the Association neither have nor shall have any objection with regard thereto.

The Allottees / Owners / Occupiers of the 2 (two) Bungalows / Row Houses shall also have the right to common use and enjoyment of all the common areas installations and facilities in the Building and the said Project mentioned and specified in **PART-I** of the **THIRD SCHEDULE** herein mentioned. The Promoter shall be entitled to change / alter such Common Areas at any time hereafter, but before completion of the Project and transfer of all the Units, depending on the final scheme of things as they stand at that point of time and the Allottee herein and/or the Association shall not raise any objection thereto.

- v) **ALLOTTEES / CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter or the Owners and taken possession of any Unit in the Housing Complex including the Land Owners and/or the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Land Owners and/or reserved and/or retained by the Promoter and/or the Land Owners for their own exclusive use and/or not sold by the Land Owners or the Promoter.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for common use and enjoyment of the Co-owners, Subject to such variations or relocations as the Promoter may from time to time make therein.

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive roofs/terraces (if any) at different floor levels attached to any particular Apartment / Unit, exclusive greens / gardens (if any) attached to any particular Apartment / Unit, all Parking Spaces and other open and covered spaces at the Premises and the Buildings which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents **And** wherever the context so permits or intends shall include the Broad Infrastructure to be used in common in terms of Clause (11A) aforesaid.

It is also clarified that the demarcated portion of the said Premises on its south-western side containing 2 (two) Bungalows / Row Houses shall also not form part of the Common Areas and Installations as dealt with elsewhere in this agreement.

The Allottee has also been made aware of the fact that certain Common Areas and Installations may be reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees and no other allottees shall be entitled to use and/or enjoy the same and maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.

- vii) **NEARBY PROPERTIES / ADJACENT PROJECT** shall mean the Adjacent Project named "Mayukkh" already constructed at a property located on the eastern side of the said Premises comprised in R.S. dag No. 585 (part) and 584 (part) of the same Mouza Ramchandrapur.
- viii) **BROAD INFRASTRUCTURE** shall mean those areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Premises and the said Adjacent Project, details whereof are mentioned in the **Seventh Schedule**.

The Allottee shall not have any proportionate share, title, ownership or interest in the said Broad Infrastructure, but merely the right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the project at the said Premises being developed, the Promoter intends (without being obliged) to hand over such management control

and charge thereof to the Association of Allottees of the either of the projects at the said Premises or the Adjacent Project; Alternately, the Promoter shall be entitled to have a single association / maintenance body for both / all the developments together, if permissible. Notwithstanding the aforesaid, it is agreed and clarified that the Promoter shall be entitled to create a separate body / entity, be it a company, firm, society, association etc., for taking over charge of and managing maintaining upkeep and administering the said Broad Infrastructure.

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee and they hereby agree not to raise objection for the same.

Till such time the project at the said Premises is constructed and completed, the expenses on account of such Broad Infrastructure shall be debited to the said Adjacent Project and thereafter the same shall be shared proportionately (on constructed area basis) between the said Premises and the Adjacent Project as dealt with later in this deed.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the HousingComplex and in particular the Common Areas and Installations and rendition of common services in common to the Allottees of the Housing Complex and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees, alongwith expenses pertaining to Broad Infrastructure as dealt with heretofore. **It is however clarified that** in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **APARTMENTS / UNITS** shall mean the independent and self-contained flats / apartments / bungalows / row houses and/or Units, other constructed areas (capable of being independently and exclusively used and enjoyed) in the Housing Complex at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- xii) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the Ground floor of the Building at the said Premises and also the open parking spaces / Trellis mounted semi covered parking space in the open compound at the ground level of the said Premises and also the Multi-Level and Mechanical Car Parkings System (if installed) and parking areas covered by shed / canopy / glass cover / awning or any other form of cover as expressed or intended

by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).

- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit / Apartment (including POP & Plaster), excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Housing Complex and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and ducts / elevation and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- xv) **MAINTENANCE CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Super Built-up Area has been given only for reference sake and calculation of maintenance charges of the said Apartment / Unit agreed to be purchased by the Allottee.

It is however clarified that in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the area of such Common Areas and Installations shall be loaded on to the Units of such allottees only thereof

- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the Common Areas and Installations (excluding the Broad Infrastructure) shall be the proportion in which the Built-up Area of the said Unit may bear to the Built-up Area of all the Units in the said Premises.

PROVIDED THAT where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xvii) **SAID APARTMENT / UNIT / FLAT** shall mean the Residential Flat / Apartment bearing Unit No. _____ on the _____ side of the _____ floor of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND**

SCHEDULE hereabove written with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** hereabove written **and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Unit / Apartment **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Unit / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Unit/ Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install Signage, VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof/s of the Buildings / Blocks and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install Generator or any other equipment or installation at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

xviii) **DEVELOPMENT AGREEMENTS** shall mean the following Development Agreements:

- a) Development Agreement dated 5th October, 2018 registered with District Sub-Registrar IV, South 24 Parganas, in Book No.1, CD Volume No. _____, Pages from _____ to _____ Being No.160407128 for the year 2018 entered into between the First Land Owners and the Promoter/Developer;
- b) Development Agreement dated 5th October, 2018 registered with District Sub-Registrar IV, South 24 Parganas, in Book No.1, CD Volume No.1604-2019, Pages from 11202 to 11248 Being No.160400340 for the year 2019 entered into between the Second Land Owner and the Promoter/Developer. It is clarified that under this Development Agreement entered into by the Second Land Owner with the Developer, there are other lands as well, which are not the subject matter of these presents and not forming part of the Project referred to in this agreement.;
- c) Development Agreement dated 5th October, 2018 registered with District Sub-Registrar IV, South 24 Parganas, in Book No.1, CD Volume No.1604-2019, Pages from 12649 to 12705 Being No.160400379 for the year 2019 entered into between the Third Land Owner and the Promoter/Developer.

xix) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Association/ Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the

Association/Maintenance Company and till such time the Association/Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter and/or its appointed one or more agencies or nominees.

- xxi) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or 15 (Fifteen) days after issue of notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 and its sub-clauses irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxii) **ARCHITECTS** shall mean Raj Agarwal & Associates having its office at No.8B, Royd Street, 1st Floor, Kolkata 700016 or such other Architect or Architects as may be appointed by the Promoter from time to time for the Project at the said Premises;
- xxiii) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 2nd Floor, Kolkata-700001 appointed for the said Project at the said Premises;
- xxiv) **PLAN** shall mean the plan for the time being sanctioned by the Zilla Parishad on 09.12.2024 vide Building Plan No.891 / 1011 / KMDA and by the Sonarpur Panchayat Samiti on 21.03.2025 vide Memo No._____ for construction of the Buildings at the said Premises and shall include plan for construction of additional floors, and shall include all sanctionable modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.
- The Allottee is fully aware of the fact that the Promoter has taken steps to apply to the concerned authorities for sanction of additional floors to the presently sanctioned Multistoreyed Building / Row Houses for consuming the additional FAR (Floor Area Ratio) if and as available, including on account of "Green Buildings" "Metro Corridor" and/or and/or "Mass Housing" or all, as applicable.
- It is expressly mentioned that additional floor(s) are proposed to be sanctioned on the presently sanctioned Building and also extension of one or more block is proposed to be made and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Buildings have been planned to take the entire load of additional floors.
- xxv) **OTHER CAUSES** shall mean and include storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition/ requisition, proceedings, labour unrest, order of injunction or order of Status quo or otherwise retraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body scarcity or non availability of building materials equipments or labourers, changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at the Project and any other reason beyond the Promoter's control.

- xxvi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxviii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity and subject to the other provisions hereof including those specifically related to Nearby Properties / Adjacent Project and the Rear Lands and the Common Access Passages, the ownership and enjoyment of the Units / Apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex / said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
 - (c) to allow the Maintenance In-charge and their authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - (d) to use their respective Residential Flats / Units / Apartments only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any Unit belonging to the Promoter for non-residential purposes;
 - (e) to install firefighting and sensing system gadgets and equipment in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
 - (f) to carryout all fit out works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
 - (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
 - (h) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.

- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Housing Complex free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (k) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the Housing Complex save their respective units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Housing Complex save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gates of their respective apartments/units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Housing Complex / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Buildings / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Housing Complex or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages, common shaft or duct or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the said Apartment / Unit agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their respective Apartment / Unit to any other owner of Apartment / Unit in the Housing Complex / Project and none else.
- (s) In case any balcony / verandah / open terrace / open space be attached to any Apartment / Unit, then the same shall be a right appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Project);
- ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including *Shamianas*, etc.;
- iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
- iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building and on receiving prior permission from Promoter in writing which the Promoter can deny without any further explanation.

- (t) In the event any Allottee has been allotted any right of parking motor car / two-wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two-wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two-wheeler thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the Apartment / Unit only to any other owner of Apartment / Unit in the Housing Complex and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two-wheeler or any other vehicle nor shall claim any right of parking motor car / two-wheeler or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-Charge with regard thereto.
- (u) In the event any Allottee has been allotted any store room / servant quarter/servant dormitories, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:

- (i) The Allottee shall use such space in servant dormitory /store room /servant quarter only for the purpose of storage or lodging of one of his/her servant, as applicable, and for no other purpose whatsoever;
- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room/servant quarter/space in servant dormitory or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of his Unit;
- (iii) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the store room/servant quarter/space in servant dormitory.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room/servant quarter/space in servant dormitory and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association with regard thereto.
- (v) In case any exclusive right to use any space, to be used as garden, be attached to any Apartment / Unit, then the same shall be a right appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the Apartment / Unit owned by such Allottee);
 - ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - v) The allottee thereof shall maintain such space at its own costs and expenses.
 - vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
 - vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of such space.
 - viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association with regard thereto.
- (w) In case of Bungalows / Row Houses, the following additional provisions shall apply :
 - i) _____;
 - ii) _____;

- (x) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their respective units or any activity which may cause nuisance or annoyance to the Allottees.
- (y) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (z) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (aa) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (bb) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and the rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (cc) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Kolkata Metropolitan Development Authority, CESCLimited / WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (dd) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective Units, as may be permissible, in the records of the concerned authorities within 6(Six) months from the date of possession.
- (ee) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.150/- (Rupees one hundred fifty) per sq. ft., of the Built up

Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective units and not to allow any spill over in the common areas. In case any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One Hundred) only per sq. ft. of the built-up area of such Allottee's Unit / Apartment and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Units / Apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Units / Apartments and not to allow any spill over the common areas.

- (ff) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Buildings / Housing Complex or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Buildings / Housing Complex and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the liquidated damages assessed @Rs.500/- (Rupees five hundred) only per sq. ft. of the Built-up Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or to the Association the actual costs, charges and expenses plus 50% (as service charge) of such actual costs, charges and expenses for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (gg) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Promoter and the Owners, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered or incurred by the Promoter or the Land Owners or any of them.
- (hh) to carry out all fit-out works in the said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and Fire Safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (ii) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns and structural stability of the building(s);
- (jj) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the said Unit at all reasonable times to view and examine the state and condition thereof and to make good all defects' decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Maintenance in-charge to the Allottee thereabout;
- (kk) unless the right of parking of motor car is expressly granted and mentioned in Part-I Of the Second Schedule hereinabove written, the Allottee shall not park any motor car or any other vehicle at any place in the building, as applicable (including at the open spaces therein).

- (ll) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the buildings passing through the said Unit or the Common Areas and Installations.
- (mm) not to take or allow any person to take dogs and other pets on elevators and not to allow dogs and other pets in the Common Areas and Installations without accompanying them with a leash.
- (nn) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession /Date of Commencement of Liability:-
- (i) Municipal and other rates and taxes, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units / Apartments directly to the authorities concerned Provided That so long as their respective Units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;

All other taxes impositions levies cess fees, expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building/Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building/Housing Complex or the said Premises as a whole.
 - ii) Electricity charges for electricity consumed in or relating to their respective Units and until a separate electric meter is obtained by the Allottees for their respective Units, the Promoter and/or the Maintenance In-Charge (as applicable) shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Promoter and/or the Maintenance In-charge based on the reading shown in the sub-meters provided for their respective Units at the rate at which the Maintenance In-charge shall be liable to pay the same to Electricity Supplier (WBSEB Ltd.)
 - (iii) Charges for water and other utilities consumed by the Allottee/s and/or attributable or related to the said Apartment against demand made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - iv) Charges for enjoying and/or availing power in excess of 1(one) Watt per square feet of the built-up area of their respective Units, if (subject to availability) provided by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective Units, wholly and if in common all Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.3/-(Rupees three) only per square

feet per month of the sum total of (i) the built-up area of the said Unit _____ sq.ft. and (ii) the proportionate area of the Common Areas and Installations which the Allottee shall be using in common (being _____ Square Feet), and (iii) 50% of the area of the sky balcony, if any attached to the said Unit / Apartment, which all areas are totaling to _____ Square Feet (hereinafter referred to as "**the Maintenance Chargeable Area**"). The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEB/CESC from its consumers for the delay payment of its bills).
- (oo) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owner and/or the Association from time to time for the common purposes.
- 2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said and the Allottee shall indemnify the promoter and the Maintenance-in-Charge and all other Allottees for all losses and damages cost claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any such amounts and outgoings. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be withheld by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.
- 3. The Liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the said Apartment/ Unit by the Propter to the Allottee or the Deemed date of Possession, whichever be earlier.
- 4. It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the allottee shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
- 5. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

6. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.
- 6.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

DATED THIS ____ DAY OF _____ 20__

BETWEEN

SIOM REALTY PRIVATE LIMITED

... PROMOTER/ DEVELOPER

AND

(SMT.) KAJLI SRIMAL& OTHERS

... OWNERS/LAND OWNERS

AND

... ALLOTTEE/PURCHASER

AGREEMENT FOR SALE

(Unit No. _____ on the _____ floor in the
Building "Navmayukkh")

SARAOGI & COMPANY

Advocates

7B Kiran Shankar Roy Road

2B-2G Punwani Chambers, 2ndFloor

Kolkata # 700 001

[Ph: +91 33 22439486 / 22135761]

SCHEDULE - "C"

Particulars	Installment
On or before the execution of these presents (including booking Amount)	10%
Payable on Commencement of Piling	10%
Payable on Completion of Piling	5%
Payable on casting of roof of the Ground floor	5%
Payable on casting of roof of the 1 st floor	5%
Payable on casting of roof of the 2 nd floor	5%
Payable on casting of roof of the 3 rd floor	5%
Payable on casting of roof of the 4 th floor	5%
Payable on casting of roof of the 5 th floor	5%
Payable on casting of roof of the 6 th floor	5%
Payable on casting of roof of the 8 th floor	5%
Payable on casting of roof of the 9 th floor	5%
Payable on casting of roof of the 10 th floor	5%
Payable on completion of Internal Plaster of the said Unit	5%
Payable on completion of flooring of the said Unit	5%
Payable on completion of Lift Installation.	5%
On or before the Date of Commencement of Liability or completion of sale whichever be earlier;	10%
TOTAL	100.00%

Thanking You

SIOM REALTY PRIVATE LIMITED



DIRECTOR/ AUTHORISED SIGNATORY