

AGREEMENT FOR SALE

By and Between

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- (2) **JIVEL NIWAS LLP (PAN AATFJ9042L)**, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.
- (3) **JIVEL PROJECTS LLP (PAN AATFJ9079P)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.
- (4) **JIVEL REALTY LLP (PAN AATFJ9043M)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Designated Partner **SRI MAHESH KUMAR SINGHANIA** (having **PAN AMBPS8508E & AADHAR No. 3047 7629 7859**) son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL.
- (5) **KKRISHIV AWAS LLP (PAN ABBFK1345A)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI ABHISHEK ROONGTA** (having **PAN AHZPR6983P & AADHAR No. 2141 1578 5375**), son of Sri SUBHASH KUMAR ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (6) **TVISHA AWAS LLP (PAN AAVFT4987A)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA

700001, represented by its Designated Partner **SRI ABHISHEK ROONGTA** (having **PAN AHZPR6983P & AADHAR No. 2141 1578 5375**), son of Sri SUBHASH KUMAR ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.

- (7) **SHREYANGSHI AWAS LLP (PAN AFDFS6116F)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI KAILASH ROONGTA** (having **PAN ACIPR3837J & AADHAR No. 2531 0419 6113**), son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (8) **SHREYANGSHI BUILDERS LLP (PAN AFDFS7274J)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 25, R.N. MUKHERJEE ROAD, 4TH FLOOR, SUITE F, MISSION COURT, P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET, KOLKATA 700001, represented by its Designated Partner **SRI KAILASH ROONGTA** (having **PAN ACIPR3837J & AADHAR No. 2531 0419 6113**) son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL.
- (9) **SRI SANTOSH K ROONGTAA** (having **PAN ADDPR5812P & AADHAAR 9431-9737-5051**), Son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. - Bidhannagar, P.S. Bidhannagar North, Kolkata - 700064, District - North 24 Parganas, by faith - Hindu, by Nationality - Indian, by occupation – Professional.
- (10) **SRINATH SECURITIES PRIVATE LIMITED** (having **PAN AAECs8222M**) (**CIN: U67190WB1995PTC071683**) a Private Limited Company, incorporated with the Companies Act, having its registered Office at 25, R.N. Mukherjee Road, 4th Floor, Suite F, Mission Court, P.O. R.N. Mukherjee Road, P.S. Hare Street, Kolkata 700001, represented by its one of the Director **SRI SANTOSH K ROONGTAA** (having **PAN ADDPR5812P** and **AADHAAR 9431-9737-5051**), Son of Late JUGAL KISHORE ROONGTA, residing at AD-29, Salt Lake City, Sector I, P.O. - Bidhannagar, P.S. Bidhannagar North, Kolkata - 700064, District - North 24 Parganas
- (11) **SMT. PUNITA SINGHANIA** (having **PAN AKUPS1006N** and **AADHAAR 9668 2711 5710**), Wife of Sri MAHESH KUMAR SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS

AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA - 700017, WEST BENGAL, by faith - Hindu, by Nationality - Indian, by occupation - Business.

(12) M K SIGHANIA & SONS HUF (having **PAN AACHM5435P**), having its principal place of business at 20, Mandeville Garden, P.O. & P.S. - Ballygunge, Kolkata - 700019, represented by its Karta SRI MAHESH KUMAR SINGHANIA, having **PAN AMBPS8508E** and **AADHAAR 3047 7629 7859**, son of Late RAM GOPAL SINGHANIA, residing at 19, DR. U.N. BRAHMACHARI STREET, FLAT-18-19B, 18TH & 19TH FLOOR, CIRCUS AVENUE, P.S. SHAKESPEARE SARANI, P.O. CIRCUS AVENUE, KOLKATA -700017, WEST BENGAL, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the LLP's are concerned their respective Partners; in respect of the Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect of individuals their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

(hereinafter jointly called and referred as OWNERS)

The **OWNERS** are being represented by **DAZZLE HOUSING & REALTY LLP, (LLPIN ACO 7304 & PAN : AAEFZ0667J)**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Partners **(1) SRI MAHESH KUMAR SINGHANIA, (PAN: AMBPS8508E & AADHAAR: 3047 7629 7859)** son of Late **RAM GOPAL SINGHANIA**, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 19, Dr. U.N. Brahmachari Street, Flat-18-19B, 18th & 19th Floor, Circus Avenue, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata -700017, West Bengal, **(2) SRI ABHISHEK ROONGTA (PAN AHZPR6983P & AADHAAR No. 2141 1578 5375)** son of Sri SUBHASH KUMAR ROONGTA, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata - 700064, WEST BENGAL, **(3) SRI SAARTHAK SRIMAL (PAN- BLKPS8414G & AADHAAR NO. 249638293752)**, Son of Rabindra Srimal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at PS Magnum, Flat-1B, Block-4, VIP Road, Kaikhali, Rajarhat, Kolkata - 700052, District - North 24 Parganas, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the LLP's are concerned their respective Partners; in respect of the Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect

of individuals their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**,

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DAZZLE HOUSING & REALTY LLP, (LLPIN ACO 7304) (PAN:AAEFZ0667J), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 22A, LOUDON STREET, ASIM SHOVA, 3RD FLOOR, FLAT NO. 3S, P.S. PARK STREET, P.O PARK STREET KOLKATA-700016, WEST BENGAL, represented by its Partners **(1) SRI MAHESH KUMAR SINGHANIA,(having PAN - AMBPS8508E & AADHAAR No. - 3047 7629 7859)** son of Late RAM GOPAL SINGHANIA, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at 19, Dr. U.N. Brahmachari Street, Flat-18-19B, 18th & 19th Floor, Circus Avenue, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata -700017, West Bengal, **(2) SRI ABHISHEK ROONGTA (having PAN AHZPR6983P & AADHAR No. 2141 1578 5375)** son of Sri SUBHASH KUMAR ROONGTA, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at AD-29, Salt Lake City, Sector I, P.O. Bidhannagar, P.S. Bidhannagar North, Kolkata – 700064, WEST BENGAL, **(3) SRI SAARTHAK SRIMAL (having PAN- BLKPS8414G & AADHAAR NO. 249638293752)**, Son of RABINDRA SRIMAL, by faith - Hindu, by Nationality - Indian, by occupation – Business, residing at PS Magnum, Flat-1B, Block-4, VIP Road, Kaikhali, Rajarhat, Kolkata - 700052, District - North 24 Parganas, **hereinafter referred to as the PROMOTER / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

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[If the Allottee is an individual]

Mr. , (Aadhaar no.) son of aged about ----- years, residing at (PAN) , hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

[or]

[If the Allottee is more than an individual/joint owners]

1) Mr. , (Aadhaar no.) son of aged about ----- years, residing at (PAN) , 2) Mr. , (Aadhaar no.) son of aged about ----- years, residing at (PAN) ,

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hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

[or]

[If the Allottee is the company]

(CIN No.), a company

incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at (PAN -),

represented by its authorized signatory (Aadhar No. _____) duly authorized vide board resolution dated hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **THIRD PART**:

[or]

[If the Allottee is the Partnership Firm or a LLP]

a partnership firm (or a Limited (or

A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at (PAN -), represented by its authorized Partner, (Aadhar No.) authorized vide hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the **THIRD PART**:

[or]

[If the Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs , executors, administrators, successor in interest and permitted assigns,) of the **THIRD PART**:

The **owner, the promoter and allottee** shall hereinafter collectively be referred to as the **“parties”** and individually as a **“party”**.

Definitions:- For the purposes of this Agreement for Sale, unless the context otherwise requires:-

WHEREAS:

- A. The Owners are seized and possessed of and/or sufficiently entitled to **ALL THAT** Bagan land presently converted to Bahutal Abasan measuring an area of **40 Decimal**, more or less, as 7500 share out of 53 Decimal, comprising in **R.S. & L.R. Dag No. 99** and Danga land presently converted to Bahutal Abasan measuring an area of **17 Decimal**, more or less, as 10000 share out of 17 Decimal, comprising in **R.S. & L.R. Dag No. 155** and Danga land presently converted to Bahutal Abasan measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 157** and Danga land presently converted to Bahutal Abasan measuring an area of **49 Decimal**, more or less, as 10000 share out of 49 Decimal, comprising in **R.S. & L.R. Dag No. 158** and Danga land presently converted to Bahutal Abasan measuring an area of **06 Decimal**, more or less, as 10000 share out of 06 Decimal, comprising in **R.S. & L.R. Dag No. 159**, i.e. **Total 118 Decimal or 1.18 [One point one eight] Acre**, more or less, all are recorded under **L.R. Khatian No. (Old 1288) and presently 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928** lying and situated at **Mouza - Digberia**, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas, hereinafter collectively referred to as the “SAID LAND”, more fully described in SCHEDULE-‘A’ hereunder written and externally bordered in color in the Plan annexed hereto and marked Annexure -‘A’.
- B. The title Documents of the Owners are more fully described in the SCHEDULE – G hereunder;
- C. The Development shall be in single phases (hereinafter referred as said phase) and accordingly the allottees shall share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX - A .
- D. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Developer may also

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create few more facilities in the future development which will also be shared by Allottees of the residential and commercial Complex.

- E. The Allottees of Units in the Project shall be entitled to have the right of ingress and egress to and from and through all the common passages and pathways running through the Blocks/Apartments/Units and shall be entitled to the use of the common entrance and all common facilities and amenities irrespective of their location, for the beneficial use of the owners of the Units and other spaces located in the **Project**, as defined herein and identified in the Plan annexed hereto and marked **Annex-A**.
- F. The single phase / project land is earmarked for the purpose of building a multi-storied residential / commercial building Project comprising two No. of (G+12) residential building and one (G+4) commercial building at present, which can vary from time to time.
- G. The Owners and the Promoter have decided to develop the said entire residential / commercial building complex and for that purpose the Owners have entered into a development agreement along with a Power of Attorney dated 4th February, 2026 registered in the office of the ARA-II, Kolkata in Book No. I, Volume No.1902- 2026, Pages from 54612 to 54706, Being No. 190201339 for the year 2026;
- H. Development agreement for any further land may be added to the Complex shall be executed in future and may be constructed in another phase adjoining the said land.
- I. The Promoter is thus competent to enter into this Agreement and the legal formalities with respect to the right, title and interest of the Owners in the said Land on which Project is to be constructed have been completed.
- J. It is presently envisaged that the mix tower project of the residential Housing and Commercial Complex to be developed on 118 Decimals land i.e. equivalent to 1.18 Acre land, more-fully described in SCHEDULE - A and demarcated in the Plan annexed hereto and marked Annexure-A.
- K. This project will consist of Three mix Towers i.e. two residential and one commercial towers along with the amenities and facilities such as club, gymnasium, community hall, Games room with pool table, table tennis and other board games, Children play zone, Indoor, Toddler's zone, etc. as may be permitted under the law(s). Shall be provided in the said phase. The other phases will be defined by Promoter from time to time and the said Entire Building Complex will be registered under RERA in single phase.

- L. The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- M. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR available for the entire Housing Complex need not be uniformly utilized in the project and the Promoter may vary the utilization of the permissible Ground Coverage / FAR in the said phase in terms of height and other varieties of Building or use can also be built in the project to utilize the FAR or for various other purposes.
- N. All the Facilities and Amenities shall be exclusively shared within this single phase of the Residential and commercial complex. Since the Project is being developed as a single-phase development and registered accordingly under RERA, all common facilities, amenities, roadways, internal pathways, and infrastructure shall be created and made available as part of this integrated development. The Promoter is creating adequate services and infrastructure, keeping in view the requirements of the entire Project. Certain Common Facilities and Amenities may be made operational depending upon construction progress; however, all such Facilities shall be completed and made available within the committed timelines. The Promoter shall also have the right to reasonably shift the location of any particular Facility within the Project for convenience or better planning, without curtailing the facilities committed to the Allottee and while ensuring delivery within the committed time.
- O. In the absence of local law only, said Phase/Project may have a separate Association of Unit Owners and in that case said phase/project will be under the mother/apex association. The mother / apex Association shall synergies all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Apartment Complex including Future Phases, if any. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed unit of the said phase will be required to pay the Common Expenses pertaining to the said phase as well as the Common Area Maintenance expenses (CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the entire complex towards maintenance of common pathways, infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of the unit of the said phase for which notice of possession has been issued

by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent units. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to this project. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

- P. It is further provided that in case of completed phase / Incomplete Phase / Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the units of the said phase and progressing to the incomplete phase, enjoyment of common facilities etc. shall be provided by the Promoter to the Allottees of all phases including future phases.
- Q. Madhyamgram Municipality Authority has sanctioned the Building Plan No. com-69/mm/2025-2026 dated 16-10-2025 to develop the said phase/project.
- R. The promoter has obtained / will obtain the layout plan, sanctioned plan, services, specifications and approvals for the Project and for the Apartment, Offices, shops, plot or other type of buildings, as the case may be from Sanctioning Authority.
- S. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Promoter in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to the said Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable Apartment, Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.
- T. The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his registration before RERA Authority and further disclosed on the web-site as mandated by the Promoter.
- U. The Promoter may take up construction and development of other phases, if any added and may start construction of the said phases of the Complex in due course and add to the entire project.

- V. The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for its own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise, if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per square feet of constructed area basis and not on land area basis.
- W. The Promoter has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Promoter and Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.
- X. The promoter has registered/applied for registration of Entire Project under the provision of the RERA and the authenticated copy of the Application No. /Registration Certificate of the Project is annexed hereto and marked ANNEX-D
- Y. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of Apartment, /building and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Developer / RERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the Project and all other permissions necessary for construction and development of the project had applied for an Apartment, vide EOI / application No. dated and has been allotted/Booked Apartment No. type, on floor in Building Block No. ("Building") having carpet area of square feet(" Building to Built-up area of square feet corresponding to sq. ft. super buildup area, demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share (in the "common areas" of said Project (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause

(n) of section 2 of the Act working out to a Super Built up area of square feet, along with exclusive use of the Terrace admeasuring Sq. Ft. along with the right to use Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) / Open Car Parking Space (Dependent/Independent) No. admeasuring square feet (Car Parking Space) located on the Basement/Ground/_Floor of or around the Building Block for his own use and not otherwise as permissible under the applicable law (hereinafter referred to as the “Apartment/Unit “ as per Unit Plan and Parking Plan annexed hereto and collectively marked Annex-B and described in SCHEDULE B);

- Z. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter , have been/will be uploaded in the official web-site of the Project under the website of the RERA Authority and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner’s title to the Project Land on which the Units are to be constructed.
- AA. The Allottee has been made aware and has unconditionally agreed that the occupants of other Apartments in the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other occupants, who shall be entitled to enjoy all such common amenities, facilities and services of the Project as are intended by the Promoter for use of the occupants of the Project (Project Common Areas, Amenities and Facilities), it being clarified that the Project is a single phase development.
- BB. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- CC. 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 and with the further understanding that the Promoter may charge different rates from different allottees for Apartment, for different locations, specifications and at different times at the sole discretion of the PROMOTER.;
- DD. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does

not in any way affect the right of the Allottee in respect of his Unit in the said Project.

EE. The parties rely on the confirmations, representation and the assurances of each other with particular reference to the INTERPRETATIONS of the legalities of this Agreement precisely stated in Clause No.35-B hereunder which the Parties agree to faithfully abide by in accordance with the terms, conditions, and stipulation contained in the agreement and all applicable laws and are now willing to enter into this agreement and the Allottee hereby agree to purchase the Apartment, along with right to use of the parking (if applicable) as specified in Para Y; on the terms and conditions appearing hereinafter.

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

1. **TERMS :-**

1.1 SUBJECT TO Terms and conditions as detailed in this agreement, the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment, as specified in para W - above in this agreement.

1.2 The price of the (Apartment / Plot) based on the carpet area is Rs. _____ (Rupees _____) only ("Apartment, price") (Give break up and description) which includes construction cost of the Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, recovery of the price of land proportionate cost of common area, taxes, maintenance charges. cost of providing electric wiring, electrical connectivity, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detention and firefighting equipment and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project, except for the Additional Outgoings. Breakup and description are more fully described in SCHEDULE – C hereunder written.

PARTICULARS	AMOUNT	TOTAL AMOUNT
A) TOTAL PRICE:		

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Consideration of Flat (Composite incl: Car Parking & Escalation).		
ADD: GST @ 5%		
TOTAL PRICE INCLUDING G.S.T.		
B) EXTRA CHARGES (Non-Refundable) @Rs._____per Sq. ft. Generator Backup Club Charges..... Asscn Formation..... Incidental Charges.....		
Transformer Legal Charges		
ADD: GST @ 18%		
TOTAL EXTRA CHARGES		
B) DEPOSITS		
Electricity – Meter Deposit		
Maintenance Deposit		
Sinking Fund.....		
Maintenance Deposit.....		
TOTAL DEPOSIT		

Contd.....

TOTAL AMOUNT PAYABLE (A+B+C)		
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1.2.1 The Demand Notice for payment of Installments, extras, deposits and other charges by E-Mail or WhatsApp/any other means shall be an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Payment from any other third party other than the Allottee/Co- Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc. at the office of the Promoter against proper receipt issued by the Authorized person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same and shall be bound to reissue the same.

Explanation:

- I. The Apartment Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment, /Plot];

The Apartment, Price excluding GST, Extra Charges and Deposits is as mentioned in Schedule C. Other than the Apartment Price, Buyer is liable to pay applicable GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause __) and also in the Booking Letter (Table - _____ of Booking Letter) shall be paid as and when required after the date of execution of this Agreement.

Schedule - C, EOI (Clause _____) and Table-____of Booking Letter together is for the sake of convenience only defined as total price (which includes taxes, extra charges and deposits).

- II. The Total Price excludes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment,

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to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment, /Building or the Project or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC/ Partial CC which shall be included in the total price.

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.

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project the same shall not be charged from the Allottee.

- III. The Total Price of Apartment (as defined and calculated in Schedule C), includes recovery of proportionate price of land, construction of not only the Apartment, but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and plumbing, tiles, doors, windows, Fire detection and Firefighting equipment in the common areas, Maintenance Charge as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in Open / Covered parking(s) (dependent/independent) if provided in the Agreement as separate addition to Schedule - C.

- 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 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 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged to the Allottee.

In case CESC decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in SCHEDULE- C ("Payment Plan").
- 1.5 (a) Payment of any installment if made in advance shall generally be adjusted to the next installment. No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc. on behalf of Allottee The Promoter may however allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 6% (six per cent) per annum for the period by which the respective instalment 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.

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alternations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and the common facilities and such other changes which are necessary due to architectural and structural reasons duly

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recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority is competent to issue approvals of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

- 1.6 (a) It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of the said Project and specifications and the nature of fixtures, fittings and amenities described herein in Schedule D (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provision of the Act.

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alternations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the final carpet area of the apartment is less than what was agreed, the builder will refund the extra amount paid by the buyer within 45 days. The builder will also pay interest on this extra amount from the date the buyer made the payment. If the final carpet area is slightly more than agreed (which is upto 3% of the carpet area of the Apartment / office / shop, allotted to Allottee), the builder shall demand from the allottee to pay for the additional area as per agreed amount mentioned above. This payment will be made according to the next stage of the payment plan. In both cases, the amount to be refunded or paid will be calculated at the same price per square foot that was agreed para 1.2 of this Agreement.

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) (a) The Allottee shall also have undivided proportionate variable share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate of the entire Housing Complex from the Competent Authority as provided in the Act.
- (iii) That the computation of the price of the [Apartment, /Plot] includes recovery of price of land, construction of [not only the Apartment, but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment, /Plot] and the Project
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be subject to prior appointment with the consent and approval of the project engineer and complying with all safety measures while visiting the site and also at his sole risk.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment, along with the right to use open/covered parking (dependent / independent), if allotted, shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project

is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project except extension of the same Project on adjacent future land/lands in the vicinity and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the entire Residential Housing and Commercial Project with further future extensions. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the entire Housing Project/Complex (with further future extensions on the land in the vicinity) shall not form a part of the declaration to be filed with the **COMPETENT AUTHORITY** under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972**.

- 1.9.1 The Promoter may assess the probability of expansion of the Project all around the existing land and if there is the possibility of extension of land as future development land, may add such land to the existing Project but as different phase.
- 1.10 The Promoter agrees to pay all outgoings / all project-related expenses before deemed possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges (i.e. 3 months' from Notice of Possession), including mortgage loan and interest on mortgages or other encumbrances, if any and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment, to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. Notwithstanding the above, it is provided that in so far

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as any taxes and levies with regard to the allotted Apartment are concerned the same shall become due and payable by the Allottee from the date of Notice of possession (Possession date).

- 1.11 The Allottee has paid a sum of Rs. (Rupees Only) as booking amount being part payment towards the Total Price of the Apartment, at the time of booking the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment, as prescribed in the Payment Plan as per Schedule – C as may be demanded by the Promoter within the time and in the manner specified therein:

If there is delay in obtaining Housing loan / commercial loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment. Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest as per present prime lending rate of the State Bank of India plus two per cent p.a. ;

2. MODE OF PAYMENT :-

Subject to the terms of the Agreement and the Promoter abiding by the 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 /PO or online payment i.e. NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of '.....' payable at _____. In case of dishonour of Cheque payment a process charge of Rs. 500/- plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee.

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 amendment(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 regard to matters specified in para 3.1 above. 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, 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 PAYMENTS :-

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, 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 other manner.

5. TIME IS ESSENCE :-

Time is essence for the Promoter as well as the Allottee. The

Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment, to the Allottee and the common areas in the Phase to the association of the Allottees after receiving the occupancy certificate or the completion certificate of the entire Housing Complex, as the case may be subject to the same being formed and registered as per local law.

6. CONSTRUCTION OF THE PROJECT / APARTMENT / OFFICE / SHOP :-

6.1 The Allottee has seen the proposed layout plan, specifications, Amenities and facilities of the Apartment, and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the relevant State 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT:-

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment, to the Allottee and the Common Areas to the Association of the Allottees, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment, /Unit] with all specifications, in place on ___/___/___ with a grace period of six months (Completion date). Similarly, the Promoter shall execute the Conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise, within three months from the date of issue of occupancy certificate to the last of the building or wing in

the layout and such the Common areas will be handed over progressively on completion of each unit/apartment unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/ court and /or caused by nature affecting the regular development of the real estate project ("Force Majeure"). The Common Areas of the entire Project shall be completed on the completion of the entire Project and not with completion of the respective block, However such Common Areas of the Project will get connected on the completion of the Project. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Office/ Shops, and the same shall not include the period of extension given by the Authority for registration,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Promoter will be entitled to give block-wise possession upon obtaining the Completion Certificate/ Partial Completion Certificate of a building block as the case may be irrespective of the fact that construction of other Blocks and/or provision of facilities /Amenities may be incomplete.

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 without interest by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In the event that the Allottee does not agree with any provision contained herein, the Allottee shall be at liberty to cancel the booking and seek a refund of the amount paid, provided such cancellation is made within 30 days from the date of submission of the Expression of Interest (EOI).

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It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refunds of such taxes, charges, levies, cess, assessment and impositions.

7.2 Cancellation by Allottee :-

- (i) The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.5 (i) where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Allottee shall serve a 90 (Ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit 20% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.3 Compensation-

- (a) The Promoter/Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over possession of the Unit to the Allottee and Common areas and the common purposes to the Association of Allottees.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (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 Allottees, 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, with interest at the rate

specified in the Rules within forty five days including compensation in the manner as provided under 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 for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty five days of its becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said project Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title assurances by the Owners and after referring to the papers and documents supplied by them the Promoter shall ensure the Owner's title;
- (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: save & except what is stated herein.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment, are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment, and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or

thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

- (vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment, which will, in any manner, encumber the rights of the Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment, to the Allottee in the manner contemplated in this Agreement;
- (ix) Before or at the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment, to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other nominees, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion /Partial completion certificate has been issued and deemed possession of Apartment, plot or building, as the case may be,;

Provided that immediately on possession and / or from the 15th day from the Notice of Possession (Deemed Possession) the Allottee shall become liable to pay the rates, taxes and charges. The Allottee shall start payment of the Maintenance charges three months from the date of Notice of Possession.

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for

acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:-

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

- (i) Promoter fails to provide ready-to-move possession (obtain completion certificate / Partial Completion certificate) of the Apartment, to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Apartment, shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which final Completion / Partial Completion Certificate has been issued by the Competent Authority based on completion of the building with specification in all respect in which the Unit is situated. Construction defects will be rectified by the Promoter during the next 5 years from the date of Partial Completion (Deemed Possession date) and actual physical possession and deemed possession is the same for this purpose.
- (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.

In the above context, the term "Complete in all respects" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is manmade and not machine made and there may be minor defects which will keep coming and the same will remain the responsibility of the Promoter to rectify up to 5 Years without further charge as provided in Clause 12 hereunder.

10 CONVEYANCE OF THE SAID APARTMENTS/SHOPS/OFFICE:-

(i) The promoter on receipt of complete amount of the price of the Apartment, as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment, together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy / Completion / Partial Completion certificate.

Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Partial/occupancy certificate. 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 payment 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, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority/(ies) till the registration is done, the Promoter will not handover physical possession of the Unit to the Allottee even though he remains in deemed possession for the purpose of paying maintenance charges and taxes.

11 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT :-

(i) The Promoter shall be responsible for providing and maintaining essential services in the Project for three months from the date of Notice of possession or till the taking over of the maintenance of the entire project / by the Association of Allottees upon the issuance of the completion certificate of the entire project whichever is earlier. The cost of maintenance for three months from the date of Notice of Possession has been included in the Total price of the Unit.

The Allottee shall commence payment of Maintenance Charges to the Promoter after lapse of first three months from the date of Partial Completion Certificate of the

respective Building Block and shall continue to pay till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Developer; the Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals. Once the Association is formed and the said project is handed over to the Association the Allottee shall start payment of Maintenance Charges to the Association.

12. DEFECT LIABILITY :-

A.(i) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession (deemed Possession), 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions (of the Allottee or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level (The table of Tolerance level is appended in Part B of SCHEDULE – D) allowed as per IS code will be acceptable to the Allottee. If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee.

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

The Allottee hereby agrees to purchase the (Apartment/Plot) on

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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 all terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14.USAGE :-

Use of Service Areas: The service areas, as located within the Complex, shall be earmarked for purposes 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 or requirement of the Project. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned and allotted for that sanctioned purpose to any Allottee.

15.GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT / UNIT :-

- 15.1 Subject to Para 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 including periodic painting of the exterior on all sides. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized and shall not cause any change to the colour,

design of the elevation /exterior.

15.2 The Allottee further undertakes, assures and guarantees that he / she would not put any sign board/ name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the project, building 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 doors/windows or carry out any change in the Lobby/exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment, or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 It is agreed and recorded that the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room and in other Common areas/walls and exteriors

15.4 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 association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions.

16. 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 lay-out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed.

17. WEST BENGAL APARTMENT OWNERSHIP ACT :-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment, Ownership Act 1972. The Promoter showing compliance of various laws/regulations as

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applicable in the said Act .

18. 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 schedule 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 for the same before the concerned Sub-Registrar as and when intimated by the Promoter.

If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and further does not execute the said agreement 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 the 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 after deduction of Rs. 20,000/- and the balance amount shall be refunded without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT :-

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment, /Building, as the case may be.

20. RIGHT TO AMEND :-

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

21. 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 Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment, for all intents and purpose.

22. WAIVER NOT A LIMITATION TO ENFORCE :-

- 22.1 The Promoter may, at its sole option and discretions, 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.
- 22.2 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 provisions.

23. SEVERABILITY :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 confirm to Act or the Rules and Regulations made hereunder 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-

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

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project / entire Housing Complex / Future Extensions in the Project..

25 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.

26 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 as may be decided by the Promoter, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar of North 24 Parganas / Additional Registrar of Assurances, as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

27 NOTICES :

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post / under Certificate of Posting/ standard mail or courier at their respective addresses specified below.:

(i) For Allottee

(ii) For Promoter

Mr. Saarthak Srimal
one of the designated partner of
Dazzle Housing & Realty LLP.
Address – Flat No. 3S of 3rd Floor
situated at 22A, Loudon Street, P.S., P.O. Shakespeare Sarani,

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District Kolkata, West Bengal – 700 016.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address in writing by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28 JOINT ALLOTTEES

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

29 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.

30 DISPUTE RESOLUTION :-

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties including those relating to common purposes of the Housing Complex, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

31. Disclaimer:-

That all terms and conditions mentioned herein below are as per the contractual understanding between the parties and 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.

32. A) INTERPRETATIONS : For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation :-

SL. No.	SUBJECT	CLAUSE
<u>1</u>	<u>GST ON MAINTENANCE</u>	All Unit Owners (Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this, the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills. .
<u>2.</u>	<u>INDIRECT TAXES AND LEVIES</u>	The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit(if any) earned from the development and sale to the Allottee shall be borne by the Promoter.
<u>3.</u>	<u>POSSESSION AFTER COMPLETION</u>	After obtaining Completion Certificate / partial completion certificate from the Competent Authority upon submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue Notice of Possession to

		the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 15th day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the flat on or within 15 days from the date of Notice of possession guarding charges will be applicable and also Property Tax. The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting Physical possession (then already in deemed possession) by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any defect the Promoter will rectify it. The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying physical possession. If the Unit Owner himself wants to get the work done he can give prior information to the Promoter and get the cost approved
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		before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat. If he does not do so it will be deemed that he has taken physical possession also. If the Allottee has requested for some extra work / modification and Promoter has agreed to complete such work, completion of this work will not be necessary for taking possession of the Flat and the Builder will do such work only after possession is taken by the Allottee or even if promoter is doing such work at the request of the allottee, the allottee will be considered under physical possession. The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.
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		if any problems are faced by Allottee after receiving hand over of possession he may please contact with Facility Manager (Mobile no.& Mail id). If problem is not solved the issue may be escalated to the project in charge (Mobile no.....& Mail id) or project's director (Mobile No..... & Mail id)
4.	NORMAL WEAR AND TEAR	It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are man-made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any

		fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.
5.	ADDITIONAL CONSTRUCTION IN FLATS / SHOP ROOMS	No Additional Construction of the exterior of Buildings or apartment is permissible. No internal changes allowed and Allottees cannot request Promoter for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re-sanction without which we will not get the completion certificate (CC). However, if the Promoter, at its sole discretion, agrees to carry out any additional work or modification within the said apartment or shop room as per request of the Allottee then the same shall be subject to additional charges over and above the total consideration amount, along with applicable taxes and fees.

<u>6.</u>	RETAINED AREA OF THE PROMOTER	The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.
<u>8.</u>	<u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u>	if Allottee wants to know the construction status of the project please visit Project website for the update. The details to access the same is given below : Click on the link www.daazlerealty.in/ If Allottee needs any construction, site or possession related information he may kindly get in touch with customer care. Email :- info@dazzleralty.in
9.	<u>UTILIZATION OF FLAT BY PROMOTER BEFORE CC</u>	During construction, the Promoter shall be entitled to temporarily use a fully / partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour

		stay or any other use and the Allottee shall not object to the same that he is getting an used flat.
10.	<u>PLACEMENT OF DG, TRANSFORMERS ETC</u>	Placement of Transformers, DG, air- conditioners etc. shall be done as per the advise of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.
11.	<u>MUNICIPAL WATER</u>	It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.
12.	<u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u>	The Agreement entered into by and between the Promoter and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Promoter, is to be ignored completely.
13.	<u>INSTALLATIONS</u>	Installations such as WTP, Septic Tank, Garbage vat etc. will be positioned within the Complex as per the advise, plan and design of the Architect / Consultant. If the Unit Owners disagree with the positioning of the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be

		the final decision shall be acceptable to all Residents/ association. If any changes are required to be made, the additional cost will become part of common expenses.
14.	<u>MODEL FLAT</u>	The model flat with all furniture items, electronic goods, amenities etc provided thereon at the site may not represent all the different types of Flats in the Complex but is only a representative specimen of limited type of Units solely intended for the purpose of giving out an idea of the kind of internal, specification, pipes some fitments as described in Specification Schedule 'D'(not furniture and fixture) etc and neither will it be a matching replica of the Flat Unit which the Customer intends to purchase nor will it be matching in its lay-out.
15.	<u>TILING/FLOORING/WALLING</u>	Secondly, in case the tiling / floor within any flat unit gets affected and there is a need to change some of the tiles, despite the best efforts the Promoter may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color, scheme and the Allottee agrees to accept these unavoidable minute differences. As per our structural consultant the hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the scheme and the Allottee agrees to accept these unavoidable minute differences. As per

		our structural consultant the hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the different material. They are mostly non- structural in nature, and the structure will be safe and stable despite cracks on non structural areas. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall & RCC frame structure. different material. They are mostly non- structural in nature, and the structure will be safe and stable despite cracks on non structural areas. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall & RCC frame structure.
17.	<u>NAME OF THE COMPLEX</u>	In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the Complex. In such cases the Unit Owners shall not object to change of name. The Allottee agrees and undertakes to cause the Association/Apex body to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Promoter.
18.	<u>BOUNDARY WALL</u>	The Promoter will provide a well constructed Boundary encircling the entire Complex. Additional request from Unit Owners for affixing barbed wire on top of the Boundary wall will not be entertained by the Promoter as it affects the

		aesthetics. If the Association wants to affix the barbed wire it may do so at its cost.
19.	<u>C.C. T.V.</u>	Only the Ground Floor common area lobby will be under CC TV surveillance.

B. USEFUL INSTRUCTIONS TO THE ALLOTTEE :-

<u>ISSUE OF MONEY RECEIPT</u>	After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email from Promoter's email ID. Once any amount paid by the Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 10 working days, he/she can send EMAIL to registered <u>email</u> id provided in the money receipt with cc to concerned Post Sales Executive. Money Receipt will be sent by Email.
<u>FIRST DEMAND LETTER</u>	The First Demand letter will accompany the Booking Letter and you receive both together. We will send subsequent demand according to milestone linked payment system as we follow milestone linked plan and demand is raised as per mentioned in the Agreement for Sale. Under construction block should not be visited ideally due to Safety Hazards. For construction update please inform our office and they shall schedule time for visit.
<u>DOCUMENTS REQD FOR BANK LOAN</u>	The following documents will be required by the Allottee for obtaining Bank Loan: (i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter. (ii) No Objection Certificate of the Promoter; (to get the NOC contact Post Sales Executive) (iii) Booking Letter; (iv) Sale Agreement;

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	(v) Demand Letter; Money Receipts, etc. as per bank rules.
<u>CONFIRMATION OF PAYMENT BY EMAIL</u>	After making payment through Cheque / RTGS / NEFT banking etc., the payment details should immediate Post Sales Executive concerned email ID as mentioned in the money receipt and also through WhatsApp to Mobile No. of the concerned Post Sales Executive, which shall also be provided at the time of Allotment Letter to enable the Promoter to know from whom the payment was received.
<u>DEPOSIT OF TDS</u>	Whenever the Allottee deposits the TDS please mail the TDS certificate and challan to the concerned mail as mentioned in the money receipt issued by the Promoter at the time of receiving any payment from the allottee with a copy to the Concerned Post Sales Executive, otherwise the TDS payment done by the Allottee will not be reflected in the Promoter's account. After sending the details wait for 10 working days to get the same reflected in Promoter's accounts and check in construction portal for credit against your A/C.
<u>COPIES OF ALL LEGAL DOCUMENTS</u>	All legal documents are uploaded on RERA website. The Allottee can take the print out of all legal documents from RERA website by following the path as detailed below Please visit https://rera.wb.gov.in → Registered project all district/any district Project name open the project to see all documents. The Allottee can also get the softcopy at their registered email address and heardcopy shall be delivered subject to payment of cost of photocopy.
<u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO BE VALID</u>	Cognizance will be given only to written and / or communication through electronic mail. All kinds of verbal communication shall be ignored as having no material consequence.
<u>MEETING WITH POST SALES EXECUTIVE</u>	The Allottee is advised to take prior appointment with the Post Sales Executive before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Allottee. The meeting time with the executive is 10 AM to 6 PM. Monday to Friday. Address of Promoter's Post Sales Office is:-

	Your Customer Care Executive is: Name: EMAIL: Contact No:
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C. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE :-

The Allottee hereby represents and warrants to the Promoter and the Owner as follows:

- (i) The execution and delivery of this Agreement and the performance of his/ her/ its obligations hereunder shall not
 - (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;
 - (ii) violate its memorandum of Association, articles of Association or bye laws or any other equivalent organizational document (if applicable)
 - (iii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which he/she/it is bound or
 - (iv) require the consent or approval of any other party to any contract ,instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (ii) There are no actions, suits or proceedings existing, pending or to his/its knowledge, threatened against or affecting him /her/it before any court, arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations hereunder with his/her/its obligations under or in connection with this Agreement.
- (iii) That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- (iv) His/her/its entry into this Agreement, and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or in connection with this Agreement, will constitute private and commercial acts done and performed for private and commercial purposes.

- (v) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment and/or Car Parking space by concerned Authorities due to non payment by the Allottee of any taxes /outgoings etc. payable to the concerned Authorities.
- (vi) The Allottee accepts the architect's certification of Covered space, common architecture + furniture layout + toilet layout and will not raise any issue as such.
- (vii) Allottee is satisfied with flat layout, toilet, Kitchen and other lay-out and will not complain regarding design etc.
- (viii) Drainage drawing and other plans prepared by Consultants are acceptable to Allottee and Allottee will not raise any issues regarding the same.
- (ix) The Allottee has perused himself/herself/itself about all the rules, regulations and restrictions governing the Complex and its common purposes and undertakes and declares that he/she/it is acquiring this Flat/Unit based on the various covenants, rules, regulations and restrictions contained in this Agreement.

33. Under Clause 1 and to be read after Clause 1.2.1 as follows:

1.2.2 Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Allottee and the Purchaser agrees to make payment accordingly. It shall not be obligatory on the part of the Developer to send reminders regarding the payment to be made by the Purchaser as per the payment schedule mentioned herein.

1.2.3 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of a Apartment, in the Project is not less than the Total Price payable by the Allottee under this Agreement.

34. Under Clause 1.5 above and to be read in continuation thereto new sub clause (b) as under:

The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

35. Under Clause 1.6 new sub clauses (b) and (c) added as follows:

(A) The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over to the Allotees.

36. Under Clause 2 above and to be read in continuation thereto new sub- clause (ii) (iii), (iv) and (v) as under:

a) In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and until all amounts payable hereunder have not been paid, the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard, 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 from such bank/ Financial Institution.

b) The Allottee hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding, the Purchaser subject to the terms hereof , shall not sell, transfer , let out and /or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant Banks / financial Institutions which have advanced the loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee

which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Apex Association about the lien/charge of such banks/financial institution, and the Promoter shall not be responsible for the same in any manner whatsoever.

c) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains unpaid/outstanding at any stage then in that event the right of the Banks /Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the unpaid/outstanding amount including interest thereon.

d) The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims costs charges expenses damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any Bank /financial institution may initiate on account of the Loan or for the recovery of loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Loan.

37. Under Clause 4 above and to be read in continuation thereto new Clauses 4.1 (a) , to (e) as under:

It is clarified that the Allottee accords his/her/its irrevocable consent to the Promoter to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonour of cheque which was earlier issued by the Allottee Rs.___ for each case;
- (b) Secondly towards interest due on the date of payment;

- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Promoter; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to the order of appropriation of the payments shall be acceptable to the Promoter.

38. Under Clause 5 above and to be read in continuation thereto new Clauses (ii) , (iii) & (iv) as under:

(ii) If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable

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by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of stage-wise construction by the Promoter as provided in Schedule C ("Payment Plan").

(iii) In the event of dishonor of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonor charges of Rs. 5,000/- (Rupees Five Thousand only) (for each dishonor). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any cheque, the Promoter has no obligation to return the original dishonored cheque.

(iv) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

39. Under Clause 6 above and to be read in continuation thereto following new Clauses (ii) to (xi):

(ii) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is more and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned /to be mentioned or amended in the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment, based on the proposed construction and sale of Apartment, to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized, the Promoter will be at liberty to consume the same anywhere at its discretion .

Subject to the terms that 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 Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors, that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

(iii) The Promoter has agreements with all the contractors and suppliers for five years warranty / Guarantee for defects and Allottee(s) will be required to get the services from them directly for any structural or other defect. The contact details of all

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of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Federation can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

(iv) The Promoter has applied for and obtained various approvals for the development of the buildings. The key approvals are set out hereunder from the concerned authorities for commencement of construction.

(a) Fire NOC has been accorded by the Memo No. FSR/211862506300017144 dated 03.12.2025.

(b) The Airport Authority of India has also granted NOC for height clearance for the Project vide No. KOLK/ EAST/ B/ 123025/2304314 dated 24.03.2026 and valid upto 23.03.20234.

(v) The Promoter has opened a separate Account in Bhowanipore branch of ICICI Bank for the purpose as provided in sub-clause (D) of Clause (I) of Sub-Section (2) of Section 4.

(vi) Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/ Metro/ any other sanctionable provision including any unused FSI,, the Allottee agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However, the Promoter can use the FAR only if in this project, lay-out is not materially affected which means that Promoter can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in lay-out will be permitted in this project but can change

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the lay-out vertically and horizontally both in other blocks/units of the Housing Complex.

Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts, entrances, sewerages, drains and others.

(vii) The Allottee acknowledges that in the event of such changes being undertaken, the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share (user right) in the common parts and portions.

(viii) Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plans under applicable laws, rules and regulations wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available even after the Deed of Conveyance of the Apartment, has been executed. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the

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subsequent phases/projects to be constructed, if any but it is hereby declared that so far as the Completed phase are concerned it is already constructed and no extension will be permitted except rise in floor and in respect of present project under construction out of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks subject to timely delivery by Promoter. In future phases, if any are being sanctioned it can be utilized in the manner as the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing and Commercial Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment/Shops, Owners of this Housing and Commercial Complex and their Association. The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase, if any and similarly the facilities in the extended Project/Phase, if any shall be available for use by the Residents/Occupiers of the present Phases/Complex.

(ix) The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The

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landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period. All the unit/s/premises/apartments may not be constructed simultaneously. The Project will be completed in various construction slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as may be decided by the Developer.

(x) The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period. All the unit/s/premises/apartments may not be constructed simultaneously. The Project will be completed in various construction slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as may be decided by the Developer.

46. Under Clause 7.2 sub-clauses (i) and (ii) above and to be read in continuation thereto sub-clause (iii) to (viii) added as follows:

(i) Possession for Fit-Out: In case the Allottee seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion Certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use

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the Apartment, till Occupation /Completion Certificate is received and Deed of Conveyance is executed. The Allottee will have to abide by the Fit-Out rules as provided in SCHEDULE –N hereunder .

(ii) DEEMED POSSESSION

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment, within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the deemed possession date (“Possession Date”).

On and from the Possession Date:

- (a) The Apartment, shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof at all since keeping the Flat closed in an unoccupied state result in damage to the Flat entirely due to Allottee’s negligence.
- (b) The Allottee shall pay to the Promoter, the Association or the Facility Manager as the case may be within 15(fifteen) days of the demand by the Promoter, Security Deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Unit or the Building.
- (c) The Allottee shall become compulsorily liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the deemed Possession Date regardless of whether the Allottee uses some of the facilities or not/taken

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physical possession or not;

- (d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever regardless of whether the Purchaser uses some of the facilities or not and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Promoter/Association as the case may be shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (i) to the discontinuance of services;
- (ii) to be restricted from enjoyment of Club and all Common facilities;
- (iii) to be restricted from use of transport facility i.e Bus and winger facility;
- (iv) to be restricted from the supply of garbage bags and collection of the same.
- (v) to be restricted from availing power back-up facility;
- (vi) to be restricted from availing electro mechanical services i.e Electrician, Plumber, Intercom Services;
- (vii) to be prevented from giving his Flat on Leave & License or Tenancy;
- (viii) to be prevented from Booking of Community Hall/Banquet Hall;
- (ix) to be restricted from being a Committee member;

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- (x) to be subjected to restrictions on entry to servants, maids, visitors and guests.
- (xi) to be prevented from usage of the lift and to be prevented from the usage of the common facilities and amenities by the Allottee and also all persons claiming through him or her ;
- (xii) Any Customer Complaint in FM Software by a Defaulter will be entertained only after clearing Maintenance outstanding.
- (xiii) List of defaulters shall be very prominently posted in common areas such as inside/outside the lift, Common Area, reception area and/or any other common space etc.

If the arrear on this account exceeds a sum of Rs. 50,000/- in such event the Promoter/Association as the case may be, shall have the right to take appropriate steps for putting up the Apartment, Unit on Sale and realize the arrears from the Sale Proceeds. Further, if Maintenance Charges of the Allottee remains outstanding any complaint made by the Allottee shall not be attended to by the Promoter However Unit holder will be liable to pay the Maintenance Charges over the entire period of suspension till the Unit is sold by the Association and all arrears are clear. He will also be charged for interest @ 15% p.a on the outstanding amount even during the period of suspension of service due to the above reason.

- (xiv) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment

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shall be borne solely and exclusively by the Allottee with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges, Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Promoters and the Allottee agree not to dispute the same.

(xv) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession. The Promoter's time line for defect liability shall be counted from deemed Possession.

(vi) The Allottee is also liable to pay all other expenses necessary and incidental to the management and maintenance of the Project based on actual based on actuals which may not appear to be justified in the eyes of the unit holders .

Schedule for possession of the Common Amenities: The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of the entire project on the said land. The Promoter assures to hand over possession of the said common amenities progressively on completion of each block/unit/apartment. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment, on the ground of non completion of aforesaid common amenities if the said Apartment, has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Promoter is not allowed by the Allottee or any person

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on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee. From the date of Notice of Possession the Allottee shall become liable to pay Property tax and/or after 15 days of the notice of possession of the Apartment, the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Apartment) of common expenses and outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, and after 90 days to start payment of Maintenance charges including insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project /entire housing complex land and buildings. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Apex body/Federation on completion of the entire Housing Complex after deducting Maintenance Charges incurred by the Promoter in that account and also showing the outstanding dues of the residents.

47. Under Clause 7.3 above and to be read in continuation thereto sub-clauses (ii) to (iv) as under:

- (ii) The Allottee must not fail to take actual physical possession of the Apartment, within a period of not more than 15 days from the date of Notice of Possession failing which the Allottee shall become liable to pay the Guarding Charges of Rs.____/- p.m and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or

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contribute proportionately of the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building/s for the Apartment, Physical possession of the Apartment, shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid taking possession or payment of the abovementioned expenses under any circumstances on the ground that physical possession was not taken or on the pretext of any defect since the Promoter is undertaking to repair constructional defects upto five years from the date of Possession/Deemed possession and the Allottee cannot avoid payment of the same on the ground that physical possession was not taken under any circumstances.

(iii) It is hereby agreed by the Parties that upon receipt of CC for the said Apartment/Unit, the Allottee shall not be entitled to terminate this Agreement. Further if the Allottee fails or neglects to take possession of the Apartment/Unit within the aforementioned time then the Promoter shall also be entitled along with other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration along with interest on default in payment of installments (if any), applicable taxes and any other administrative charges /amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan).

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- (iv) Until the Maintenance body is formed and common areas is transferred to it, the Allottee shall pay to the Promoter such proportionate share of Common expenses and outgoings as may be determined.

48. Under Clause 7.5 above and to be read in continuation thereto sub-clauses (ii) , to (xii) as under:

- (ii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money to be paid to the Allottee after the aforesaid deductions shall subject to clause 7.5(iii) below be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said flat is resold to any other allottee and subject to allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.

- (iii) The following further amounts shall also be forfeited:

- (a) Total interest accrued on account of the delay/ default in payment of any Instalments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;

- (b) Amount of penalty (including taxes) for dishonour of cheque (if any) by the Allottee(s) under this Application/ Agreement

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- (c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature,
- (d) All amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;
- (iv) All amounts (including taxes) paid of payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allotter(s),
- (v) All outgoings, deposit and other charges as specified in Schedule C paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/Apes Organisation (as may be applicable)
- (vi) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit
- (vii) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to

terminate this Agreement, the Total Price then prevailing for transfer of the Apartment, in the Project is not less than the Total Price payable by the Allottee under this Agreement.

(viii) The Allottee is aware that various Allottees have chosen to buy units(s) in the Complex with the assurance that the conduct of all the users of the Complex shall be appropriate and in line with high standards of social behavior . Similarly the Promoter has agreed to sell the Units to Allottees on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Allottees . Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

(ix) The Promoter shall have the right to terminate this Agreement only in the following circumstances:

(a) Non-payment : If Allottee is in default of any of his/her/its obligations under this Agreement including (not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination.

(b) Attempt to Defame: The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoter or its representatives and in such cases the Promoter shall without prejudice to any other rights or remedies available in law, have the

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option to terminate this Agreement sending the Notice of Termination.

(x) Upon cancellation or termination of this Agreement in accordance with the terms hereof, this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right , title and/or interest on the said Unit or the Project land or any part or portion thereof , and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.

(xi) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever, the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar/Additional Registrar of Assurances, as and when intimated by the Promoter, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or registers such deed of cancellation within a period of 30 days for any reason whatsoever, the Allottee shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the total price as damages. In such event the Allottee hereby agrees that the Promoter shall have the right to forfeit an additional amount equivalent to such damages, prior to making refund /return to the Allottee under this Agreement . The Allottee hereby agrees to do all such acts or execute all such other documents , including but not limited to , executing and registering powers of

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attorney in favor of the Promoter or its nominee in such form or in such manner as the Promoter may specify, at the cost and expense of the Allottee.

- (49) Under Clause 18, a new Sub-Clause 18.1 inserted as follows:

18.1 Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment, shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s).

- (50) Under Clause 19 above and to be read in continuation thereto sub-clauses (ii) to (xix) added:

(ii) The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of RERA:-

- a) The Promoter shall submit an application to the Competent Authority for registration of the Association of Allottees as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within three months from the date on which the occupation/Completion certificate in respect of such entire housing project is issued and a minimum of fifty one per cent of the total Allottees in such a project

have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

- b) Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allottee undertakes to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by Promoter till Promoter is in charge and thereafter by majority of its members subject however to the terms herein contained. Each Apartment / block out of the Housing Complex may form its own Association. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the

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Apartment in question.

- c) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promote shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Apartment which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas. Provided further that, in such case, the Promoter shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.
- d) The Promoter shall at an appropriate time notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Owners Association as per local law .The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Apartment Owners' Association.
- e) In case two or more adjacent contiguous complex intend to form a single Association as per decision of the Promoter, property means the land , building, common areas and facilities of all such blocks/ complex combined, sharing of common facilities or arrangement in any or complex shall always deemed to be a Facility Sharing arrangement.

- f) There will be one Mother/Apex Association comprising of all the Units/Block/Tower of the Apartment Complex as envisaged by the Promoter. Till such time the Apartment Owners Mother Association is formed and the Maintenance of all the Building Blocks are handed over to the mother/apex Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association. The Promoter shall by itself or through its nominated agency maintain the entire Common areas and Facilities. of the entire Complex upto a maximum of 3 (three) months from the Deemed date of Possession of Units of the entire Complex or as per local law. This period shall be the interim maintenance period.
- g) On completion of the Construction of entire complex in all respect, a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge Supervision Charges @ Rs _____ er sq. ft. per month or% of the CAM expenses as fees, whichever is less , from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the

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services it will be entitled to the supervision charge of ____%.

49. Under Clause 7.6 above and to be read in continuation thereto sub clauses (b),(c),(d),(e) , (f) and (g) as under:

(b) If any part or portion of the Phase is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .

(c) if due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartment, s in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs including marketing cost also, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

(d) Compensation for delay shall not be paid in the following events:

(i) For delay caused due to reasons beyond the control of the Promoter and/or its agents and/or any force majeure

(ii) For the period of delay caused in getting snags, improvements, rectifications etc, which may be requested by the Allottee(s) during inspection of the said Unit and/or

(iii) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein including delay in payment of interest, and/or delay in payment of instalments

(iv) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades in the said Unit, in addition to the standard Unit, and/or

(v) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said unit.

(e) If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the instalment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation and objection. Allottee clearly agreed and understood that the payment obligations of the Allottee is linked inter-alia to the progress of construction and it is not a time linked plan. Allottee appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the instalments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clause 7.6 above

(f) It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling / marketing of the flats / spaces in this project shall not have any responsibility

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towards buyers of flats / spaces nor there shall be any claim by the Allottees of flats / spaces of this project (Allottees) against the marketing agent(s) regarding any matter relating to sale / transfer of the flats / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.

(g) The Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Promoter to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefor.

50. (a) Under Clause 9.3 above and to be read in continuation thereto sub-clause (iii) as under:

To add at the beginning of starting sentence the following line:

The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartments is situated.

(iii) in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty- five) days of such cancellation/ sale of apartment whichever is later and this Agreement shall thereupon stand terminated.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

(b) After 51(a) above to add sub-clauses (iv),(v),(vi) (vii)and (viii) as under:

(iv) The promoter may cancel the allotment of the apartment made in favour of the allottee and upon handing over the original of this agreement duly cancelled and executing and registering the cancellation deed with the jurisdictional sub-register, District Registrar or Additional Registrar of Assurances, refund the money paid to him by the allottee by deducting the booking amount, brokerage and the interest liabilities and this agreement shall thereupon stand terminated.

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(iv) When cancellation may be ordered - 1. any person against whom a written instrument is voidable and who has reasonable apprehension that such instrument, if left outstanding may cause serious injury, may sue to have it adjudged void or voidable; and the Court may in its discretion, so adjudge it and order it to be delivered up and cancelled.

(v) if the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the Court shall also send a copy of its decree to the whose office the instrument has been so registered and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation.

(vi) The authority, in exercise of its power under section-11 (5) of the RERA Act, is and has been empowered to declare the termination of agreement of sale by the promoter is valid and lawful and therefore, the Authority ought to have directed the sub-register or District Registrar or Additional Registrar of Assurances, concerned to make necessary entry in their records for deletion of encumbrances on the property (subject matter of the complaint).

(vii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Row House/Town House/Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (Forty-Five) days of such cancellation/ sale of apartment whichever is later and this Agreement shall thereupon stand terminated.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee

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shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

51. Under Clause 10 above and to be read in continuation thereto sub- clauses (ii), (iii), (iv) and (v) as under:

(ii) The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment, without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment, for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment, for all intents and purposes.

(iii) NOMINATION; If prior to execution of the conveyance, the Allottee(s) nominates his/their booked Apartment, unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so after first notifying the Promoter about his intention and disclose the proposed transferees details and obtain the permission of the Promoter after payment of 2% of the value of the Flat. However the Allottee/s shall not be entitled to transfer/assign his/her/their interest in the Apartment in favor of any third party unless (i) 50(Fifty) percent of the sale consideration has already been paid and (ii) a term of 12 months have elapsed from the date of issuance of Allotment letter whichever is later. Upon nomination, the

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Transferee will be compulsorily required to register the Agreement for sale /nomination agreement.

Provided that if the nomination takes place after the registration of the Agreement for Sale by the first Allottee (i.e Transferor), nomination shall be permitted simultaneous with the execution and registration of the Cancellation/Nomination Agreement and all charges and expenses relating to which shall be borne by the Allottee.

In case of nomination, the property taxes leviable by the municipal authorities with regard to the Unit from the date of CC / Partial CC shall be paid by the Transferee only.

Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only. If any Maintenance charges or any other charges which was payable by the Transferor remains pending/outstanding same shall be paid by the Transferee only.

(iv) The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by

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the Allottee on or before nomination. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

(v) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Apartment Owners Association , as aforesaid after obtaining completion certificate of the phase shall cause to be transferred to the Federation/apex body/Maintenance body all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the Project Land on which the Building with multiple wings are constructed.

52. Under Clause 11 above and to be read in continuation thereto sub- clauses (ii),(iii) and (iv) A , B,C,D AND E added:

(ii) The CAM Charges shall not include (i) cost associated with diesel (or any other fuel), consumption and electricity /HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actual and (ii) Property Taxes.

(iii) Besides payment of the Maintenance charges fixed by the Promoter at actual, the Allotees shall also pay any service charges fixed by the Promoter and/or the Association payable to the Facility Management Company.

(iv) The Apex Association may appoint a Facility Management Company for a term which may be extended for further terms

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(v) The Allottee agrees and undertakes to cause the Apex Association to be bound by the rules and regulations that may be framed by the FMC

(vi) ADDITIONS OR REPLACEMENTS

(A) As and when any plant and machinery, including but not limited to, dg sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment, acquirers in the project on pro-rata basis as specified by the the promoter and upon completion the association and handing over to Association, shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

(B) The Municipal tax cess and charges, Lease Rent from date of CC shall become payable by the Allottee immediately on possession or deemed possession.

(C) From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay regularly and punctually the proportionate share of maintenance charges;

(D) Till such time Units are separately assessed, Property Tax as determined from time to time ,based on estimate shall be borne and paid by the Allottee. The said amount shall be paid by the Purchaser within 7(seven) days from demand based on the estimate provided by the

Contd.....

Promoter.

The Allottee undertakes to make payment of the estimated Property Tax initially for simultaneously with the CAM Charges becoming payable as per the terms stated herein.

- (i) In the event of any shortfall between the amount deposited by the Allottee and the actual amount (shortfall amount) the Promoter/Facility Manager shall inform the Allottee and the Allottee shall be liable to pay the same within 7(seven) days of receipt of intimation from the Promoter/Facility Manager failing which the Allottee shall be liable to pay interest as levied by the local Authorities together with late payment charges alongwith such part of the shortfall amount remaining unpaid. The Promoter shall not be responsible for such penalty/delay/action on account of shortfall amount and the same shall be entirely on account of Allottees.
- (ii) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Apex body at the time of handover of the common purposes to the Apex body.
- (iii) If Property Tax demand comes directly in the name of the Allottee, the amount paid by the Allottee shall be refunded to the Allottee within 15(fifteen) days of the Promoter being informed by the Allottee that such demand has been raised.
- (iv) In the event Association/Apex body is

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formed but there is /are unsold units that are not sold by the Promoter , in that event till such time those units are sold the Property tax for these unsold units shall be payable by the Promoter as charged by the Competent Authority .

- (v) The Allottee shall not withhold payment of the same on any account whatsoever.
- (vi) In the event of any default in payment of the Maintenance Charges the Allottee shall be liable for payment of interest at prime lending rate of State Bank of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented .

- (a) to the discontinuance of services;
- (b) to be restricted from enjoyment of club facilities;
- (c) to be restricted from use of transport facility i.e Bus and winger facility;
- (d) to be restricted from supply of garbage bags and collection of the same.
- (e) to be restricted from Power back-up facility;
- (f) to be restricted from Electro-mechanical services i.e. Electrician, Plumber, Intercom Services;
- (g) to be prevented from giving his Flat Leave & License or Tenancy;

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- (h) to be prevented from Booking of Community Hall/Banquet Hall;
 - (i) to be restricted from being a Committee member;
 - (j) to be subjected to Restrictions on entry to servants.
 - (k) to be prevented from usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (vii) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
- (viii) Promoter or the Association shall become entitled to all rents accruing from such Apartment, if the Apartment, has been let out and/or is under tenancy and/or lease.
- (ix) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.

- (x) Any sale/transfer of the Unit after this time shall require written approval from the Apex body (and till such time that the Apex body is formed, the Promoter) and payment of administrative charges as communicated by the Promoter or Apex body (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines bye laws and/or objectives of the Organization any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Apex body is formed, the Promoter), shall not be valid and not binding on the Organization and/or the Company, as the case may be.
- (xi) In the event of sale and transfer of the Apartment, the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted and will be treated as illegal and void transfer.
- (E) The Promoter or the Association will evolve a scheme whereby 20% of the

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Common Area Maintenance Charge is additionally levied on the Unit Owners every month which will be separately kept maintained as 'Sinking Fund'. The sinking fund will be used for undertaking major capital and/or renovation expenses related to the building and its common areas and amenities; Repair or Replacement of any equipment/asset; Repair of Building/Complex; Painting and repair of structures (interval of every five years) and Insurance etc.

53. Under Clause 12 above and to be read in continuation thereto under (A) sub-clauses (ii), (iii) , (iv) , (B) added:

(A) (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

(iii) the Promoter shall not be liable in case of the following :-

a) Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition dismantling, making openings, removing or re- sizing the original structural

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framework. putting excess or heavy loads or using the premises other than for its intended purpose Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

b) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.

c) Structural defects induced by Force Majeure situations, such as war, flood, act of God. explosions of any kind by terrorist etc.

d) Structural defects occurring in the Unit or unit that has undergone civil renovations.

In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re- instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

e) equipment's(including but not limited to lifts, generators, motors, stp, transformers and gym equipment) which carry manufacturers guarantee for a limited period.

f) fittings relating to plumbing sanitary, electrical, hardware etc having natural wear and tear.

g) on account of any act or omission on the part of the Allottee or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.

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h) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

The Promoter shall obtain all such insurances, including but not limited to insurance of this Project including land and the cost of such Insurance till transfer of the Insurance in favor of the Association of Apartment, Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Allottees. After expiry of the Insurance the Association of Allottees shall be responsible for renewing the same.

(iv) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause. If any dues including Maintenance Charges remain outstanding Promoter will not entertain any complaint regarding defects.

Provided that where the manufacturer warranty as

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shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/project and if the annual maintenance contracts are not done / renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment, and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built keeping in mind the aforesaid agreed clauses of this Agreement.

(B) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

(i) The Allottee hereby agrees to purchase the Apartment, 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

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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 Developer/maintenance agency or the association of allottees from time to time.

(ii) The Common areas can be used for jogging, playing, visitor's parking (on wide road and in house road for drop off /temporary parking) as may be decided by the maintenance in charge / developer / association.

(iii) Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Apartment, (IX) Basement not meant for Common Use (VII) Any Community or Commercial/ other facility which is not meant for common use (VIII) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project or the Entire Housing Complex (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the RESERVED RIGHTS, specifically mentioned in the SCHEDULE- H hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

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(iv) To make construction, addition or alteration in any part of the said Housing Project/Complex in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project/Complex for and to all such construction, addition or alteration.

(v) The Promoter has the right-

- a) To grant the right or facility of open (dependent/independent) /covered (dependent / Independent) / stilt (dependent/Independent) / mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks but in any other blocks the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities

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in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.

- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter.
- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.
- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces

Contd.....

(Dependent/Independent) .

- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion of land thereof.
- i) Since the entire Housing Complex is being developed as a single-phase project, upon completion and handover of the Project, the Promoter shall grant unto the Allottees and residents the right of easement over, along and through the pathways, passages, roads and corridors lying within or passing through the Project.
- j) The Promoter will have the liberty to change the direction of infrastructure services which may be required by Promoter to utilize areas in adjoining phases/projects, if any.

54. Under Clause 13 above and to be read in continuation thereto as sub clause (ii)

After the possession the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in the behalf and also for repairing of any part of the Building. This still be also for the purpose of repairing maintaining rebuilding cleaning, structural strengthening: lighting and keeping in other all services drains, pipes,

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cables, water courses gutters wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire short circuits leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and/ or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats and Project. In such a case the Promoter and/or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) an account of entry to the Unit as aforesaid.

55. Under Clause 15 above and to be read in continuation thereto 9 sub-clauses from 15.4 to 15.19 added:

15.4 Internal wiring for electrification will be provided for each Apartment. However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority.

15.5 To carry out at his own cost all internal repairs to the said Apartment, and maintain the Apartment, in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment, is situated or the Apartment, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

15.6 Not to demolish or cause to be demolished the Apartment, or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment, or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment, is situated and shall keep the portion, sewers, drains and pipes in the Apartment, and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment, is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment (and not to change the location of the plumbing or electrical lines(except internal extensions) without the prior written permission of the Promoter and/or the Society or the

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Association.

- While the constructions are being carried out part by part, the Promoter may progressively give block-wise possession on receipt of partial CC;
- A cluster of units of which CC is obtained may be created by promoter for ease of maintenance related discussion and decision;
- Each cluster may nominate from amongst the Unit Owners 2 members who will be cluster Representatives (they will be chosen by a democratic process);

In this manner when possession of all the subsequent Clusters is given in the particular Block / Apartment there will be more such representatives who can combine together to form an association.

THE SCHEDULE A ABOVE REFERRED TO:
SAID LAND:

Mouza - Digberia, (J.L. No. 74)

Sl. No.	L.R. Dag No.	Total Area of Dag in (Decimal)	Purchased Area (Dec)	LR Recorded Owner Name	MOUZA	LR KHATIAN Nos.
1	99	53	40	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	3917,3918, 3919,3920, 3921,3922, 3923, 3924, 3925, 3926, 3927, 3928
2	155	17	17	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia	

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3	157	6	6	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia
4	158	49	49	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia
5	159	6	6	JIVEL INFRA NIRMAN LLP & 11 Others	Digberia

Mouza - Digberia, J.L. No. 74, Re. Su. No. 28, Touzi No. 146, P.S. - Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, Ward No. 2, being Holding No. 203/J, Digberia Road, Kolkata-700128, District - North 24 Parganas, as delineated in the map or plan annexed hereto and bordered in colour Red.

Land of Owners in Mouza Digberia aggregating to **118 Decimal** equivalent to **1.18 [One point one eight] Acre.**

THE SCHEDULE -B ABOVE REFERRED TO
(THE SAID APARTMENT)

ALL THAT the Unit No. _____ on the _____ Floor of the Building Block _____ having carpet area of square feet corresponding to Built-up area of _____ square feet as per the Block plan marked ANNEX- B demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of _____ Sq.Ft on _____ Floor of Building Block No. _____ of the Housing Complex named “ _____ ” under construction on the Schedule-A Land Together with the right to use _____

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Garage/Closed Car Parking Space (Dependent/Independent) admeasuring_____Sq.Ft/
Mechanical Parking Space / Open Car Parking Space (Dependent/Independent) located on the Basement / Ground / Floor of or around the Building Block

THE SCHEDULE-C ABOVE REFERRED TO
(PRICE/PAYMENT PLAN)

THIS IS A SAMPLE ONLY FOR ILLUSTRATION

The price of the said Apartment is Rs _____/-
(Rupees_____) only payable as per the Table provided and annexed hereto:-

THE SCHEDULE-D ABOVE REFERRED TO
(SPECIFICATIONS)

Structure RCC frame structure.

Outdoor finish: Weathercoat

Exterior Paint Walls and
ceilings POP finish.

Doors and windows: flush
doors (indoors) Door frame ~
Engineered Wood frame.

windows ~ aluminium

sliding/fixed

door (outdoor) ~ Aluminium sliding.

Kitchen fittings Stainless steel sink, provision of
water filter point. Provision for chimney or exhaust
point.

Toilets Sanitary wares ~ Essco / Cera / Jaquar/
Hindware/Parryware or any other reputed brand.

Sanitary fittings Essco / Cera / Jaquar/
Hindware/Parryware or any other reputed brand.

Provision for hot and cold line in shower area only

Electrical fittings Concealed with provision of
modular switches. ACs and Power Back-up

Provision for ACs in all bedrooms and living areas.

Provision for generator power in flats for partial emergency

Contd.....

backup for flat (light, fan, RO, refrigerator usage)
Water filtration plant in the project ~

THE SCHEDULE – E ABOVE REFERRED TO
(THE COMMON AREA/COMMON PARTS & FACILITIES)

1. Swimming pool.
2. Air conditioned community hall.
3. Gym.
4. Games room with pool table, table tennis and other games.
5. Children play zone.
6. Indoor toddler's zone.
7. landscaped garden.
8. Common roof.
9. Filtered water supply.
10. Round the clock security.
11. Elevators in all blocks.
12. Generator facility at extra cost
13. CC TV
14. Fire Prevention Facilities
15. Pool side deck
16. Maintenance office
17. Common Washroom.
18. Multi games court

Fire-Fighting :

As per firefighting norms; Emergency Evacuation services:
As per fire fighting norms.

Drinking-Water Facility: 24 HRS Filtered Water Supply with
Water Treatment Plant24 HRS Filtered Water Supply with
Water Treatment Plant Use of Renewable Energy: Solar
Energy system.

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THE SCHEDULE-F ABOVE REFERRED TO
LIMITED COMMON AREAS
(If available in the Complex)

1. Open, Mechanical and covered Car, Parking areas(Dependent/Independent);
2. specified area in Basement not declared to be common.;
3. Exclusive right of use of Garden space attached to an Row House/Town House/Apartment, ;
4. Demarcated area of terrace/roof appurtenant to a particular Row House/Town House/Apartment, ;
5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
6. Open Terrace of any Floors of the Block;
7. The elevation and exterior of the Block;
8. Storage areas ;
9. Basement not meant for common use;
10. Any community or commercial/other facility which is not meant for common use;
11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;
12. Beauty Parlour and other commercial facilities within the Project or entire Complex.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

THE SCHEDULE - G ABOVE REFERRED TO
(TITLE DEED OF LAND OWNERS)

Sl. No.	Deed No.	Year of Registration	Registration Office	Owner as per Deed
1	152500309	2024	District Sub-Registrar-III, North 24 Parganas	1. JIVEL INFRA NIRMAN LLP 2. JIVEL NIWAS LLP 3. JIVEL PROJECTS LLP 4. JIVEL REALTY LLP 5. KKRISHIV AWAS LLP

Contd.....

				6. TVISHA AWAS LLP 7. SHREYANGSHI AWAS LLP 8. SHREYANGSHI BUILDERS LLP 9. SRI SANTOSH K ROONGTAA 10. SRINATH SECURITIES PRIVATE LIMITED 11. SMT. PUNITA SINGHANIA 12. M K SIGHANIA & SONS HUF
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THE SCHEDULE – H ABOVE REFERRED TO
(RESERVED RIGHTS)

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout entire complex / Township and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment/ Shops / Offices , and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as

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an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Apartment / Shops / Offices, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Row House/Town House/Apartment, and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables (Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter

Contd.....

/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.

- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damage, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Row House/Town House/Apartment.
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building block

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notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit

- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making change or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself, its successors and assigns including all of the Apartment/Shop/Office, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Town House/Apartment and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing

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utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Row House/Town House/Apartment.

- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings. The Promoter shall be responsible for its maintenance and remain liable to pay the electricity charges separately.
- (18) The Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Allottee of a Unit in any other phase of the Complex.
- (19) All unsold and unallotted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always belong to and remain the Property of the Promoter at all times and the Promoter shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the promoter may deem necessary.
- (20) The Promoter shall without any reference to the Apex body or the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in ny

manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Organisation or Apex Organisation or Apex Organisations shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever

- (21) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (22) The right to assign or transfer by way of lease, mortgage, sale or otherwise in whole or in part , its rights and obligations in respect of the Apartments/Units.
- (23) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERY by the said **OWNERS** being represented by the Developers at Kolkata in the presence of

1.

JIVEL INFRA NIRMAN LLP

Contd.....

2.

**JIVEL NIWAS LLP
JIVEL PROJECTS LLP
JIVEL REALTY LLP
KKRISHIV AWAS LLP
TVISHA AWAS LLP
SHREYANGSHI AWAS LLP
SHREYANGSHI BUILDERS LLP
SRI SANTOSH K ROONGTAA
SRINATH SECURITIES PRIVATE
LIMITED
SMT. PUNITA SINGHANIA
M K SIGHANIA & SONS HUF
Being represented by
DAZZLE HOUSING & REALTY LLP**

Partner/Authorized Signatory

SIGNED, SEALED AND DELIVERY by the
said **DEVELOPER** at Kolkata in the
presence of :

1.

**For DAZZLE HOUSING &
REALTY LLP**

2.

Partner/Authorised Signatory

Drafted by me
(As per instruction and the
documents made available
to me by the parties herein)

Advocate

High Court of Calcutta
Kolkata- 700070

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