

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

AGREEMENT FOR SALE

This Agreement for Sale (“**AGREEMENT**”) executed on this [] day of [] 2025

BY AND BETWEEN

MR. ABHISHEK RUIA (PAN No. ADIPR8820N) (AADHAR No.8299 6076 2224) son of Late Pashupati Kumar Ruia, by faith–Hindu, by occupation – Business, residing at 1/111/1, Jodhpur Park, P.S. – Lake, P.O. – Jodhpur, Kolkata – 700 068 hereinafter called and referred to as the “**OWNER/VENDOR**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

MANIDEEP NIRMAN PRIVATE LIMITED (PAN-AASCM1156E) a company incorporated under the Companies Act, 1965, having its registered office at Premises No. 1/111/1, Jodhpur Park, P.O- Jodhpur Park, PS.- Lake, Kolkata-700068, represented by its authorized Director, **PARITOSH RUIA, (PAN- FCGPR9599A) (AADHAR No.- 5361 9395 3361)** son of Abhishek Ruia residing at Premises No. 1/111/1, Jodhpur Park, P.O- Jodhpur Park, PS.- Lake, Kolkata-700068, hereinafter referred to as the “**SECONDARY DEVELOPER**”(which expression shall unless repugnant to the context or meaning thereof be deemed mean and include its successor-in-interest and assigns) of the **SECOND PART**

The Owner/Vendor and Secondary Developer are collectively referred to as the Promoters.

AND

[If the Allottee is a company]

[] (CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [], represented by its authorized signatory Mr. [], (PAN[], (Aadhaar No. [], son of[], residing at[],duly authorized vide board resolution[] 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, and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

[] , a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at[] , (PAN[] , represented by its authorized partner [] , (Aadhaar No[] , son of [] , residing at [] , duly 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 partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the THIRD PART.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [] (Aadhaar No[] son/ daughter of[] , aged about[] years, residing at[] ,hereinafter called the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART.

[OR]

[If the Allottee is a HUF]

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

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owner, Secondary Developer and the Allottee shall hereinafter collectively be referred to as the “PARTIES” and individually as a “PARTY”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) “Section” means a section of the Act;

WHEREAS:

- A. The Owner is absolutely and lawfully entitled to the property more fully described in Part – I of Schedule A hereto (hereinafter referred to as “the said Land/Project Land”).
- B. The Owner and the Promoter have entered into a Development Agreement dated 24 January 2025 registered at the office of the District Sub Registrar-II, South 24 Parganas, recorded in Book No. I, Volume No. 1602-2025, Pages 47452 to 47485, Being No. 01021 for the year 2025 (“Development Agreement”) for the purpose of inter alia marketing and selling of the various transferable areas in the real estate project over the said Land by the Promoter.
- C. The Said Land is earmarked for the purpose of building a residential project comprising of one tower having Ground plus four storied building (G+ IV) storied (hereinafter referred to as the “Building”) comprising of several apartments, common areas and other facilities in the project named as “**Prarambh**” (“Project”).
- D. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which the Project is to be constructed have been completed.
- E. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide Building Permit dated 14 August 2024.

F. The Promoters applied for and obtained sanction of the building plan vide Building permit no. 2024100112 dated 14 August 2024 from the Kolkata Municipal Corporation (hereinafter referred to as the said Plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a residential project. The Promoters agree and undertake that they shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.

G. The Promoters have registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (“Authority”) at Kolkata on [] under Registration No. [].

H. The Allottee had applied to the Promoters for allotment of the rights of an Apartment in the Project vide Application (“Application”, morefully detailed in Part - V of Schedule B) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter (“Allotment Letter”, morefully detailed in Part - VI of Schedule B), the Promoter has provisionally allotted in favour of the Allottee All That the Apartment described in Part - I of Schedule B hereunder written (“Said Apartment”) together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in Part - II of Schedule B hereunder written (“Car Parking Space”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Apartment being annexed hereto, marked as Part III of Schedule B (Said Apartment together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as “Said Apartment And Properties

Appurtenant Thereto”) in accordance with the Specifications, marked as Part IV of Schedule B hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “Common Areas”, and more particularly described in Part I Schedule - D hereto).

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

J. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification of the title of the Owner in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia as morefully detailed and described in the Part III of Schedule A.

K. The Allottees undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottees that prior to entering into this Agreement and prior to making any payment, the Allottees have read and

understood the terms, conditions, covenants, stipulations and restrictions contained herein which shall be binding on him.

L. 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;

M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner and the Promoter hereby agrees to grant its right title and interest in the said Apartment and Properties Appurtenant Thereto and the Allottee hereby agrees to take purchase of the Said Apartment And Properties Appurtenant Thereto as specified in paragraph H of the recitals.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase the Said Apartment And Properties Appurtenant Thereto and further the Promoter provisionally agrees to permit the Allottee to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space, all as specified in Recital H hereinabove;

1.2 The total price (excluding Goods & Service Tax) for the Said Apartment And Properties Appurtenant based on the carpet area of the said Apartment is Rs. _____ (Rupees _____) only. In

addition thereto the Allottee has agreed to pay the Extra Charges and Deposits and the Taxes all hereinafter collectively referred to as "Total Price". The break-up and description of the Total Price is as follows:

Sl.no.		Rate of payment per square feet (to be derived from amounts as per carpet area).
	Apartment No. [●] Type Standard [●] Floor [●]	INR [●]
	Exclusive balcony or verandah (if any)	Included in Total Price above
	Parking [●] (if any)	INR [●]
a)	Apartment Price (in rupees) without Taxes	INR [●]
	a1) Taxes (The Goods and Service Tax and any other applicable tax on the Apartment Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 5% amounting to INR [●]
b)	Extra Charges (in rupees) without Taxes	INR [●]
b1)	Transformer Charges & Electricity Charges- This amount is payable for the Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making	On Actuals

	arrangement with CESC or any other Authority for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.	
b2)	Legal and Documentation Charges	INR [●]
b3)	Association Formation Charges	INR [●]
b4)	Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. The maximum load that will be provided for [●] Apartment [●] KW / [●] Apartment [●] KW	INR [●]
b5)	VRV Air Conditioning Installation Charges	INR [●]
b6)	Club Development Charges	INR [●]
b7)	Taxes (The Goods and Service Tax and any other applicable tax on the Apartment Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being [●] % amounting to INR [●]
c)	Deposits	

	c1) Towards provisional Maintenance Corpus/Sinking Fund. This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	INR [●]
	c2) Advance Maintenance Charges	INR [●]
	c3) Deposits on account of municipal rates and taxes in respect of the Apartment	INR [●]
d)	Apartment Price as mentioned in Sl. No. a, Extra Charges as mentioned in Sl. No. b and its sub clauses except b7 and Deposits as mentioned in Sl. No. c and its sub clauses	INR [●]
e)	Total Price (including Taxes).	INR [●]

The Taxes (GST) paid in respect of Apartment is Rs. _____/- (Rupees _____) only (Apartment & CP Taxes) and on the Extra Charges is Rs. _____/- (Rupees _____) only (Extra Charges Taxes) aggregating to a total of Rs. _____/- (Rupees _____) only (“Total Tax”).

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

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

(iv) The Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment, Car Parking Space and pro rata share in the Common Areas

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 and taxes, which may be levied or imposed by Competent Authority or any other 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/taxes 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Part-II of Schedule- 'C' (hereinafter referred to as the "PAYMENT PLAN").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottee at the discretion of the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans (save and except minor additions and alterations), layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the transfer is effected) in respect of the Said Apartment And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

1.7 The Promoters 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 there is any

reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in "Schedule C". All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottees hereunder the Promoters agree and acknowledge, the rights of the Allottee is limited to the Said Apartment And Properties Appurtenant Thereto and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of entitlement, contrary to the above;

(i) The Allottee shall have exclusive ownership of the said Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the share of interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other allottees/occupants of the Project Promoters, other co-owners, occupants, maintenance staff etc. without causing any inconvenience and hindrance to them and as per rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate rights in the Common Areas to the association of allottees subject to the perpetual right to use; and

(iii) That the computation of the Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of price of appertaining land, construction of [not only the said Apartment but also proportionately] the common areas, Car Parking Space, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes,

cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, provided within the Apartment and/or the Project and any other charges/deposits etc. more particularly mentioned in Clause 1.2 above.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity. for the benefit of the Allottee.

1.10 The Promoters agree to pay all outgoings before transferring the physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottee, the Promoters agree to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, 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.

1.11 The Allottee has paid a sum equivalent to []% of the Total Price (excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto at the time of application, the receipt of which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the balance of the Total

Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in Part II of Schedule-C as may be demanded by the Promoters within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and Promoters abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan described in Part-II of Schedule-C through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “[]” payable at Kolkata. An intimation forwarded by the Promoters to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoters upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts. An intimation forwarded by the Promoters to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoters upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

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/ transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil 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 its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/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 Promoters accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment And Properties Appurtenant Thereto applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Said Apartment And Properties Appurtenant Thereto, if any, in his/her/its name and the Allottee undertakes not to object/demand/direct the Promoters to adjust the payments in any manner.

5. TIME IS ESSENCE:

The Promoters shall abide by the time schedule, i.e., 24 (twenty-four) months for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas of the Project to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate whether Partial or full or such other

certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Schedule C (“Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/ THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:

The Allottee has seen the proposed layout plan of the Apartment and proposed, specifications, amenities and facilities in respect of the Apartment and accepted the payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoters undertake to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID APARTMENT:

7.1 Schedule for possession of the Apartment: The Promoters agree and understand that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoters, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the Apartment on [] unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the

Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the Allottee within 45 (forty five) days from that date. After refund of the money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoters and that the Promoters shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for taking Possession: The Promoters, upon issue of the partial or full completion/occupancy certificate by the KMC and upon grant of the permissions, shall offer in writing (“Notice for Possession”) the possession of the Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within such time as may be mentioned in the Notice for Possession and the Promoters shall give possession of the Apartment to the Allottee subject to due compliance of all obligations recorded herein by the Allottee and subsequently the proposed deed of conveyance in favour of the Allottee shall be executed by the Owner and the Promoters. The Allottee, after issue of notice for taking possession, agrees to pay the Maintenance Charges as determined by the Promoters/association, as the case may be, property taxes and other outgoings in respect of the Apartment from the date of issuance of the partial or full completion/occupancy certificate. At the request of the Allottee, the Promoterx shall hand over a copy of the partial or full completion/occupancy certificate relating to the Apartment.

7.3 Failure of Allottee to take possession of the Apartment: Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and other documentation as prescribed in this Agreement and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges, as applicable. (Deemed Possession)

7.4 Possession by Allottee: After obtaining the partial/full completion/ occupancy certificate and handing over physical possession of the apartments/units to all

the allottees, it shall be responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the association, as per the local laws.

7.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Transferors to the Allottee within 45 (forty five) days of such cancellation.

7.6 Compensation: The Owner shall compensate the Allottee in case of any loss caused to him/her/them/it due to defective right title or interest in respect of the Said Land that is known to the Owner but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Owner be liable for any defective right title or interest not attributable to the Owner and/or for any defect that existed prior to sale in respect of the Said Land in favour of the Owner. The Promoters shall not have any liability regarding the title right or interest of the said Land since the same is the responsibility, obligation and liability solely of the Owner.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoters fail to complete or are unable to give possession of the Apartment (i) in accordance with the terms of this Agreement within the date specified in 7.1; or (ii) due to discontinuance of the Promoters business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoters, the Promoters shall be liable on written

demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price of the Apartment, with interest at the rate specified in Rule 17 of the WBRERA Rules which shall be deemed to include compensation provided under the Act within 45 (forty five) days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee does not withdraw from the Project within 45 (forty five) days of the date specified in 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable after such 45 (forty five) days and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoters interest at the rate specified in Rule 17 of the WBRERA Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoters to the Allottee within 45 (forty five) days or any extended period of time of it becoming due. Any interest payable to the Allottee may be adjusted against the interest receivable by the Promoters from the Allottee for delayed payment in terms of this Agreement.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Owner have marketable title with respect to the Land; and Promoters have requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land and the Project except the Promoters have got a facility sanctioned by [] for providing loan to the Promoters for construction of the Project (hereinafter referred to as the “Financial Arrangement” which expression shall include any addition or

modification of the loan so sanctioned and/or paid by the bank or financial institution to the Promoters) by mortgaging the Project Land and the construction;

- (iv) There are no litigations pending before any Court of law with respect to the Said Land or the Said Apartment And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Apartment And Properties Appurtenant Thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;
- (vi) The Owner and the Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) The Owner and the Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Said Apartment And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement
- (viii) The Owner and the Promoters confirm that the Promoters are not restricted in any manner whatsoever from sale of rights of the Said Apartment And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;
- (x) The Land is not the subject 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 Land.
- (xi) The Promoters have duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever

payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Allottees or the competent authority, as the case may be.

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

(xiii) That the said Land is not a Wakf Property

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. The Promoters fail to provide ready to handover possession of the Said Apartment And Properties Appurtenant to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to handover possession' shall mean that the Said Apartment And Properties Appurtenant is ready with the provisions as described in paragraph [] of the recitals above and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project;
- ii. Discontinuance of the Promoters business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoters under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters shall correct the situation

by completing the development of the Said Apartment And Properties Appurtenant as agreed and only thereafter the Allottee be required to make the next payment without any interest; or

- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant which shall be paid by the Promoters to the Allottee within 45 (forty-five days) of it becoming due.

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

- i. In case the Allottee fails to make payments for two consecutive demands made by the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters on the unpaid amount as the rate specified in Rule 17 of the Rules for the period of delay;;
- ii. In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Transferors in this regard, the Promoters may cancel the allotment/Agreement of the Apartment in favour of the Allottee and refund the money paid to the Promoters by the Allottee towards the Total Price by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and

the Promoters shall be free to deal with, dispose of and/or transfer the Apartment to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

10 DEED OF CONVEYANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:

The Promoters, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer and convey to the Allottee the title to the Said Apartment together with irrevocable proportionate indivisible share/rights in the Common Areas of the Project within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate. However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoters to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoters is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11 MAINTENANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT /PROJECT:

- 11.1 The Promoters shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 12 months has been included in the Total Price of the Said Apartment And Properties Appurtenant. The maintenance for 12 months on account of Maintenance Deposit has been included in the Total Price of the Apartment. Further, such deposit shall be transferred to the Association (defined below) once formed. Apart from the same, the Allottees undertake to make

necessary monthly payments of maintenance charges as and when demanded by the Promoters after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoters shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoters at actuals; on the basis that the Association shall be formed after receiving of the Completion Certificate for the whole Project. The Promoters for providing the maintenance services of the project will be entitled to the administrative charges of a portion of maintenance expenses/charge as to be decided by the Promoters. In case the formation of the Association is delayed beyond the said period, the Promoters shall provide and maintain 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 Promoters the charges for such maintenance as fixed by the Promoters at actuals.

11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:
Maintenance In-charge:

11.2.1 Association: The Promoters shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (“Association”) by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoters shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

11.2.2 Maintenance Agency: The Promoters may appoint one or more agencies or persons (“Maintenance Agency/Company”) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and facilities, amenities and

Specifications, rendition of common services in common to the other occupants and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the other occupants and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas of the Project on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

11.2.3 Maintenance In-charge : Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoters or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (“Maintenance In-charge”)

11.3 Common Areas Related:

11.3.1 The Project shall also contain certain Common Areas as specified in SCHEDULE D hereto which the Allottee shall have the right to use in common with the Promoters and other allottees of the Project and other persons permitted by the Promoters.

11.3.2 Save those expressed or intended by the Promoters to form part of the Common Areas Schedule D, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas, by the Allottee either independently or in common with any other Allottees.

11.3.3 Upon construction of the Building at the Project Land, the Promoters shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified

shall form part of the Common Areas of the Project.

11.3.4 The Promoters would provide right to use in the Common Areas in favour of the Allottee as law requires transfer of Common Areas of the Project in favour of the Association or the Apex Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Deed of Conveyance in respect of the Said Apartment in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

11.4. Apartment Related:

11.4.1. Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Allottees. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

11.4.2. Transfers by Allottee: The Allottee may only after a period of [] months from

the date of execution of this agreement and that too upon taking prior written consent of the Promoters and against payment of the sum equivalent to Rs. [] per sq.ft on carpet area plus applicable Taxes or at which the said Apartment is purchased by the nominee, whichever be higher, in advance to the Promoters, get the name of his nominee substituted in his/her/their/its place and stand in the records of the Promoters as the Buyer of the said Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs. [] per square feet) mentioned in this clause in respect of the said Apartment paid to the Promoters as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Promoters shall have no liability in respect thereof and in case any tax is demanded from the Promoters or to which the Promoters are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to Promoters and the Promoters may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 18 months from the date of execution hereof nor to let out, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoters in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoters.

11.4.3. Area Calculations:

- a. Carpet Area of Apartment: The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive

balcony but includes the area covered by internal partition walls of the Apartment.

- b. Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment.
- c. Open Terrace Area: The net usable area of the exclusive open space (if any) attached to the Apartment.
- d. Built-up Area: The built-up area for the Apartment or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and/or Open Terrace Area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony/ Open Terrace Area and any other Apartment /Balcony/ Open Terrace Area and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony/ Open Terrace Area.
- e. Unit area for Common Area Maintenance (CAM): The unit area of CAM shall be [] square feet, more or less.

11.5. Parking Facility Related:

- 11.5.1. In addition to those contained in clause [] above, it is clarified that the Project could also contain spaces which are not forming part of the amenities and facilities mentioned in SCHEDULE D hereto and which could be used for parking. The Promoters hereby reserve the right to allot parking rights in such areas exclusively to the allottees of the Apartments in the Project who need the same and apply for the same within the period as may be stipulated by the Promoters and the Promoters may give preference to allottees who do not otherwise have Car Parking Space in the Project and against payment of the applicable maintenance charges to be paid to the Association.
- 11.5.2. The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement.

- 11.5.3. All unsold or unallotted Car Parking Space shall be identified/demarcated and retained by the Promoters for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoters
- 11.5.4. Any scheme of numbering of Car Parking Space will be subject to further revision as per the discretion of the Promoters and the revised parking number shall be intimated to the Allottee upon such revision.
- 11.5.5. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoters in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- 11.5.6. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoters to the various Allottees (including the Allottee herein) of the Apartments in the Building and the Project.
- 11.6. House Rules: The enjoyment of the Said Apartment, Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below (“House Rules”) which the Allottee shall be obliged and responsible to comply with strictly:
- 11.6.1. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.6.2. To use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the

consent in writing of the Promoters first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Allottees.

- 11.6.3. Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Allottees.
- 11.6.4. Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- 11.6.5. Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Building at the Project passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building at the Project or any part thereof.
- 11.6.6. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

- 11.6.7. Not to install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Building at the Project or the said Land save the battery operated inverter inside the Apartment.
- 11.6.8. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- 11.6.9. To maintain at his/her/its own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.6.10. To draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- 11.6.11. Not to sub-divide the Apartment and Car Parking Space under any circumstances.
- 11.6.12. Not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project

and/or the neighbouring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.

11.6.13. Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.

11.6.14. Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

11.6.15. To apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

11.6.16. Not to alter the outer elevation or façade or colour scheme of the Building at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoters as aforesaid.

11.6.17. Not to install grills the design of which have not been suggested or approved by the Promoters or the Architects.

11.6.18. Not to fix or install any antenna on the Common Roof or any part thereof nor shall fix any window antenna.

11.6.19. The Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-

- a. The Allottee shall use only the space for Car Parking Space identified for him as per Part-II of SCHEDULE B hereto for parking;

- b. The Allottee to whom parking space is allotted shall pay the Car Parking Maintenance Charges punctually and without any delay or default;
- c. The Allottee shall use the Car Parking Space, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space.
- d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- e. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- f. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa.
- g. The Car Parking Space does not confer any right of space on which such parking facility is provided.
- h. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoters and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoters and/or the Owner.
- i. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Allottees of such facility or any other Allottees in the Project.

11.6.20 To allow the Maintenance In-charge and its authorized representatives with or

without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Building at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

11.6.21 To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Apartment free from all hazards relating to fire.

11.6.22 To keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

11.6.23 Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.

11.6.24 Not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.

11.6.25 Not violate any of the rules and/or regulations laid down by the Maintenance In- charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure.

11.6.26 Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.

11.6.27 Not to do or permit to be done any act deed or thing which may render void or

voidable any policy of Insurance on any unit or any part of the Building at the Project or may cause any increase in the premia payable in respect thereof.

11.6.28 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Building at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.

11.6.29 To use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Promoters and all other persons entitled thereto.

11.6.30 To use of the Common Areas with due care and caution and not hold the Promoters liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.

11.6.31 Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

11.6.32 Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

11.6.33 Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.

11.6.34 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the

common portions of the Project unless accompanied.

11.6.35 Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

11.6.36 Not to change/alter/modify the names of the Project and/or any of the Building therein from those mentioned in this Agreement.

11.6.37 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Said Apartment and that the Promoters shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

11.7. Taxes and Outgoings:

11.7.1. The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("Taxes and Outgoings"):-

- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment Car Parking Space and/or any component related to the said Apartment directly to the Municipal Authority and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or any component thereof or the Building or the

Common Areas or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.

- c. Electricity charges for electricity consumed in or relating to the Apartment.
- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Apartment or any part thereof, wholly and if in common with the other Allottees, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- e. Proportionate share of all Common Expenses to the Maintenance In-charge/Maintenance Agency from time to time payable for the Project. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs. []/- (Rupees [] only) per Sq. Ft. per month (To be adjusted from Maintenance Deposit, Effective from date of possession) or on actual whichever is higher only per square feet per month of the Unit area for CAM mentioned in clause 11.4.3(d) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance in Charge at its sole and absolute discretion after taking into consideration the common services provided.
- f. Parking Facility Maintenance Charges for Parking Space to be decided later by the Promoters.
- g. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- h. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- i. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.7.2. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and

every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 11.7.3. The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.7.4. The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date (defined below).
- 11.7.5. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case of failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts,

generators, water, etc.,) to the Allottee and his employees guests agents tenants or licences and/or the said Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

11.7.6. The Allottee shall be and remain responsible for and to indemnify the Owner, the Promoters and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoters against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and/or the Promoters as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee

11.7.7. Liability Commencement Date: In case the Promoters issues notice to the Allottee to take possession of the Apartment and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoters shall withhold possession of the Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoters and the said Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoters a predetermined sum calculated @Rs.[_]/- [Rupees _] per month towards withholding charges.

11.7.8. Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building (except the Apartments therein), and the Common Areas and the parking spaces and for all other Common Purposes

11.8 Acknowledgments, Exceptions Reservations and Indemnities: The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoters under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoters to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

11.8.1. The Promoters shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoters and/or its associated group/brands at the Common Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to “as Project Branding”) and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "[_]", "[_]" etc., (“Said Signage”) of the Promoters being erected on the Common Roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of transfer and shall always belong to the Promoters. The Promoters shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoters shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or

hinders the absolute and unfettered right of the Promoters to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoters and/or the men and agents of the Promoters shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark [], "[] in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoters and shall further be liable for prosecution for use of such mark.

11.8.2. The Promoters shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoters in their sole discretion, may think fit and proper) with the suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use (but with possibility of outsiders being also provided services therefrom by the supplier/service provider) against applicable charges and terms and conditions therefore. The Promoters shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the Common Roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

11.8.3. The Allottee has agreed that for the benefit of the Project, the Promoters shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the

Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

- 11.8.4. The Allottee shall keep the Promoters indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoters and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees/ visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

12 **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Agreement relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters 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. It is clarified that the Promoters shall handover the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoters and without giving to the Promoters the opportunity to inspect assess and determine the nature of such defect (which inspection Promoters shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoters shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/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/company appointed or the association of allottees (or the maintenance agency/company appointed by it) and performance of the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency/company or the association of the allottees from time to time.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoters/Maintenance Company shall have rights of unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoters and/or Maintenance Company to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 USAGE:

Use of Basement and Service Areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and basement in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Company/Promoters for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost and shall not do or

suffer to be done anything in or to the Apartment, 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 demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, 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 windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building / Project.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.5 The Allottees agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned herein and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them

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

The Parties are entering into this Agreement for the allotment of the Said Apartment And Properties Appurtenant with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Said Apartment And Properties Appurtenant, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Apartment And Properties Appurtenant/ at his/her own cost.

18 **ADDITIONAL CONSTRUCTION:**

The Promoters undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19 **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

20 **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoters have assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoters. May it be clarified that in the declarations/deeds/documents/undertakings to be filed

before the concerned authorities for registration of the Project under West Bengal Apartment Ownership Act, 1972.

21 **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22 **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment And Properties Appurtenant.

23 **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect

of the Said Apartment And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Apartment And Properties Appurtenant for all intents and purposes.

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

25.1 The Promoters may, at their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule-C] 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 Promoters in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Allottees.

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

26 **SEVERABILITY:**

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

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

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

28 **FURTHER ASSURANCES:**

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

29 **PLACE OF EXECUTION:**

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

30 **NOTICES:**

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses specified below:

Allottee:

Name of the Allottee,

[Allottee Address]

Promoter:

[],

[]

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters

posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

31 **JOINT ALLOTTEES:**

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

32 **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Apartment And Properties Appurtenant, prior to the execution and registration of this Agreement for Sale for the Said Apartment And Properties Appurtenant, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

33 **GOVERNING LAW:**

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

34 **DISPUTE RESOLUTION:**

All or any disputes 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, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

35 **ADDITIONAL TERMS:**

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or

inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

- (i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoters may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the Apartment as may be deemed necessary and/or as may be advised by the architects and/or as may be required by any authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the Apartment, the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Part I of Schedule 'D' shall not be reduced to the detriment of the Allottee.
- (ii) The decision of the architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the Parties.
- (iii) With effect from the date of possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.1, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Sanctioned Plan, layout plan, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- (iv) From the Liability Commencement Date, the Allottee shall be liable to pay all outgoings including the monthly charges for use of electricity to the Apartment

as per sub-meter/independent meter installed for the same within 7 (seven) days of issue of bill.

- (v) After the date of possession or within 30 (thirty) days from the date of execution of the proposed deed of conveyance, whichever is earlier, the Allottee shall apply for mutation to the authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the Apartment in the Allottee's name within 6 (six) months.
- (vi) All payments shall be made by the Allottee against proper receipts issued by the Promoters and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- (vii) The Tax Deductible at Source ("TDS") under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoters and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoters or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- (viii) In case of the Allottee committing any delay or default in any payment to be made to the Promoters hereunder, then without prejudice to the other rights and remedies of the Promoters in respect of such default hereunder or under law, the Promoters may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoters may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.
- (ix) Save and except those expressed or intended by the Promoters to form part of the Common Areas shall be claimed to be part of the Common Areas, by the Allottee either independently or in common with any other allottees.
- (x) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform and/or comply with any of the terms,

conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoters shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify, remedy, make good and/or set right the same within 30 (thirty) days from the date of issue of such notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoters within the above time, then the Allottee shall be liable to pay to the Promoters compensation and/or damages that may be quantified by the Promoters and in default of such payment within 30 (thirty) days, the Promoters may terminate the allotment /Agreement of the Apartment in favour of the Allottee. In case of termination, the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- (xi) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any apartment/unit or portion of the Building, then in that event the Allottee shall also be liable to pay to the Promoters compensation and/or damages that may be quantified by the Promoters.
- (xii) It being further agreed and the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Apartment in accordance with the terms of this Agreement by the Promoters or the Allottee, as the case may be, the Promoters shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoters.
- (xiii) Besides the aforesaid rights, the Promoters shall also be entitled to enforce any other right to which the Promoters may be entitled to in law by reason of any default or breach on the part of the Allottee.

- (xiv) The date stipulated in Clause 7.1 hereinabove is hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in Clause 7.1 hereinabove the Apartment is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- (xv) The rights of the Allottee is limited to the Apartment and the right to use the Common Areas of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above.
- (xvi) Neither any of the (i) open and covered spaces and Exclusive Roofs in the Building and the Said Land that are not included in the Common Areas mentioned in Part I of Schedule D, (ii) other apartment, units, open terraces and Car Parking Spaces in the Building and the Project (except the right to park medium sized car(s) in the said Car Parking Space) and (iii) right of further construction on any part of the open land/space comprised in the Said Land and the Project or raising of any additional floor/storey/construction on the roof of the Building including the common roof area are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoters and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoters shall be entitled to use, utilise, transfer, sale, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoters in its absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoters.
- (xvii) The ownership right of the Allottee regarding the undivided share shall be variable depending on Additional/Further Constructions, if any, made by the Promoters from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total

Price paid by the Allottee on the ground of or by reason of any variation of the undivided share.

- (xviii) The Promoters shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including common roof area) of the Building, Project and/or other areas in the Building and/or the Project by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- (xix) Save and except the right of obtaining housing loan, the Allottee shall not have any right or lien in respect of the Apartment till physical possession is made over to him after payment of all amounts by the Allottee.
- (xx) The deed of conveyance and all other papers and documents in respect of the Apartment and the Project shall be prepared and finalized by the Project Advocates (defined below) and the Allottee has agreed and undertaken to accept and execute the same within 15 (fifteen) days of being required by the Promoters after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoters may suffer.
- (xxi) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- (xxii) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several deeds of transfer which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
- (xxiii) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all allottees of the Project including the Allottee herein.

- (xxiv) The rights of the Promoters, the Maintenance Agency and the Association relating to certain matters are more fully specified in House Rules and the Allottee has irrevocably agreed to be bound by the same.
- (xxv) The Allottee shall from the Date of Possession, use and enjoy the Apartment in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other allottees and/or the Promoters.
- (xxvi) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the Apartment, the Common Areas, the Building and the Project including payment of Maintenance Charges, electricity charges, property and other taxes and other outgoings and the same shall be binding on all the allottees including the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the Apartment including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the Apartment, shall become payable by the Allottee from the date of issuance of the partial or full completion/occupancy certificate notwithstanding anything to the contrary contained in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.
- (xxvii) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.
- (xxviii) The certified copies of deeds relating exclusively to the Project that are available with the Owner along with related documents and certified copy of Sanctioned Plan of the Building shall be handed over by the Owner to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

- (xxix) From the date of offering the handing over of maintenance to the Association, the Promoters shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Project and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Owner and Promoters shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Promoters and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.
- (xxx) After the execution and registration of the proposed deed of conveyance, the Allottee may sale and transfer the Apartment subject to the following conditions:
- a. The Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
 - b. The sale of the Apartment by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the proposed deed of conveyance.
 - c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property and other taxes etc. relating to the Apartment payable to the

Promoters/Maintenance Agency/Association, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed Deed of Coveynace. Such dues, if any, shall in any event, run with such proposed Deed of Coveynace.

(xxxi) The Promoters shall be entitled to transfer the Apartment on such terms and conditions as the Promoters may deem fit and proper without restricting or limiting the generality of the above it is clarified that the Promoters shall be entitled inter alia to:

- a. demarcate and allot the Car Parking Spaces in the Building for the allottees of Project;
- b. charge Maintenance Charges and Common Expenses to the allottees of Project at such differential rate as may be decided by the Promoters;
- c. limit or restrict the rights of the allottees of Project in respect of use of certain Common Areas;
- d. grant additional/differential rights to the allottees of Project in respect of use of certain Common Areas; and
- e. grant differential rights to the allottees of Project in respect of participation and voting regarding the affairs of the Association.

(xxxii) The Promoters shall be entitled to sale/transfer the apartment units on such terms and conditions as the Promoters may deem fit and proper.

(xxxiii) The obligation of the Promoters under this Agreement shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in 1.2 as per the Payment Plan mentioned in Schedule C prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his/her/their/its obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

(xxxiv) In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall be liable to pay a sum calculated at the rate of INR [●] (Indian National

Rupees [●]) per square feet of super built up area of the Apartment per month as holding charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and shall also be liable to pay Maintenance Charges, property taxes and other outgoings from the date of issuance of the partial or full completion / occupancy certificate irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the WBRERA Rules shall also be payable on the delayed payment.

(xxxv) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Allottee's right to cancel/withdraw his allotment in the Project including under Clause 7.5 shall be subject to the Allottee having complied with all his/her/their/its obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law. The liability of the Promoters to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate Fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under clause 7.5 above. The Promoters shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of, sale and/or transfer the Apartment to anyone else without any reference to the Allottee after the date of termination.

(xxxvi) Clause 12 hereinabove shall be subject to the conditions that the Promoters shall not be liable to rectify any defect occurring under the following circumstances:

- a. The Promoters shall not be liable to compensate if the defect & 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) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoters.

- b. Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoters and without giving the Promoters the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, (which inspection Promoters shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee/Purchaser) alters the state and condition of the area of the purported defect, then the Promoters shall be relieved of its obligations contained in clause 12 hereinabove and the Allottees shall not be entitled to any cost or compensation in respect thereof.
- c. It is further clarified that the Promoters shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoters.
- d. The Allottee further specifically agrees and understands that the responsibility of the Promoters shall not cover defects, damage, or malfunction resulting from:
- (a) misuse or negligent use;
 - (b) unauthorised modifications or repairs done by the Allottee(s) or its nominee(s)/agents;
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents.
- e. It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoters that all equipment, 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 the Apartments and the Common Areas wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes

minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also agrees and confirms that the decision of the Promoters' architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service

35.1 Additional Definitions

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms herein below:-

“Agreement” shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

“Application Money” shall mean Rs. _____/- (**Rupees Twenty _____ only**)

“Balcony/Verandah” shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee, and which comprises an integral and inseparable part/component of an Apartment.

“Building(s)” shall mean the new building(s) consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the said Land .

“Common Expenses” shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottees and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottees including the Allottees:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and

- b) all the Outgoings payable in respect of the said Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc., and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.
- e) such other charges, expenses etc. as determined by the Promoter from time to time; and each of the aforestated together with the applicable Taxes thereon.

“Common Purposes” shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the said Land, the Building, including the Common Areas) and the several facilities etc. at/of the said Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the said Land and the Project, for the use and enjoyment of their respective Apartments and the Common Areas;
- c) Insurance of the Project and the Common Areas.
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project the extent, mode and manner of each of the above to be as determined and formulated by the Promoter ; and
- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the said Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter

“Outgoings” shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter , which shall be final and binding on all the Allottees including the Allottees, each together with the applicable Taxes, interest and penalty thereon, if any.

“Chargeable Area” shall mean the built-up area forming part of the Flat/Unit/Apartment and such proportionate share in the common parts and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding

35.2 Additional terms and covenants regarding Mode of Payment:

- i. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottees shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottees, and non-receipt thereof by the Allottees shall not be a plea or an excuse for non-payment of any amount or amounts.
- ii. All payments shall be made by the Allottees against proper receipts by the Promoter and the Allottees shall not be entitled to claim or to set up any other evidence regarding the payment.
- iii. The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottees on the consideration payable to the Promoter and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law. The Promoter shall not be liable in any manner whatsoever in case of default on the part of the Allottees in depositing such TDS.
- iv. In case of the Allottees committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottees on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottees shall not raise any objection, dispute or claim in respect thereof.

35.3 Additional Terms And Covenants Regarding Construction

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottees and the Allottees hereby agree(s) and undertake(s) not to raise

any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Apartment And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottees undertake(s) and covenant(s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

- ii. The rights of the Allottees are limited to the Said Apartment And Properties Appurtenant and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottees hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above.
- iii. In case the Allottees fails to take possession within the time provided in Clause 7.2, such Allottees shall however be liable to pay all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice.

35.4 Additional Terms and Covenants Regarding Cancelation by Allottees

In addition to Clause 7.5 as provided herein above, it being agreed that if the Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter, then the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottees (in terms of Sec. 19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is – SBI (1 year MCLR) + 2 %) (“**Cancellation Charges**”) and the applicable G.S.T. payable on such Cancellation Charges.

It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such GST.

35.5 Additional terms and covenants regarding Default by Allottees

- (i) In case of Default by Allottees under the condition listed above in 9.3 (ii) the Promoter shall have an option to pay the same directly to the bank account of the Allottees provided at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
- (ii) On transfer of the said payment, the Promoter shall be free to deal with, dispose of and/or transfer the said Apartment to anyone else without any reference to the Allottees whose rights

and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable

- (iii) It being further agreed and the Allottees expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Apartment And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottees, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottees and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

35.6 Additional terms on Defect Liability:

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottees taking over possession of the Said Apartment And Properties Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Unit Allottees including the Allottees herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Allottees and/or occupants of the Project.
- iii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottees, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iv) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- v) If the Allottees after taking actual physical possession of the Said Apartment And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- vi) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottees or their agents in the manner in which same is required to be maintained.
- viii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- ix) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottees, 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 (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottees), 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 herein above and the Allottees shall not be entitled to any cost or compensation in respect thereof.

It is clarified that the Promoter shall handover the possession of the Apartment on completion of the Project to the Allottees by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

35.7 Additional terms and covenants regarding the right of the Promoter to create charge/mortgage

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottees have provided and hereby and hereunder confirm(s) their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottees. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottees for creation of charge/mortgage over any part or portion of the said Land and/or the Building, and no separate consent of the Allottees shall be required for the said purpose.
- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottees to enable the Allottees to take a home loan from any bank or financial institution for financing the purchase of the Said Apartment And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottees (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottees in terms of this Agreement, before execution of the Deed of Conveyance in favour of the Allottees, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Apartment And Properties Appurtenant Thereto, to be discharged and/or released.

35.8 Additional Terms & Conditions relating to maintenance of the Said Apartment and Right Appurtenant:

- (i) The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottees. The cost of such maintenance for 12 months has been included in the Total Price of the Apartment.
- (ii) The maintenance for 12 months on account of Maintenance Deposit has been included in the Total Price of the Apartment. Further, such deposit shall be refunded on quarterly basis after

receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed after receiving of the Completion Certificate for the whole Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of a portion of maintenance expenses/charge as to be decided by the Promoter. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain 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 the charges for such maintenance as fixed by the Promoter at actuals.

**(iii) Clauses in relation to maintenance of Project, infrastructure and equipment:
Maintenance In-charge:**

- (i) Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (“Association”) by the allottees of the apartments in the Project and the Allottees hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottees agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.
- (ii) Maintenance Agency:** The Promoter may appoint one or more agencies or persons (“Maintenance Agency/Company”) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the other Occupants and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the other Occupants and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively on such terms and conditions as it deems fit and proper. The

Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottees.

- (iii) Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (“Maintenance In-charge”)
- (iv) Common Areas Related:**

 - (i)** The Project shall also contain certain Common Areas as specified in **SCHEDULE D Part I** hereto which the Allottees shall have the right to use in common with the Promoter and other allottees of the Project and other persons permitted by the Promoter.
 - (ii)** Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas, by the Allottees either independently or in common with any other Allottees.
 - (iii)** Upon construction of the Project at the said Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
 - (iv)** The Promoter would provide right to use in the Common Areas in favour of the Allottees and if the laws for the time being in force otherwise requires transfer of the Common Areas of the Project in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottees hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Deed of Conveyance in respect of the Said Apartment in favour of the Allottees, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottees and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottees proportionately and/or the Association.
 - (v)** The Promoter through itself or through a facility management company shall run, operate, manage and maintain the Common Areas. Such Association through itself or through a facility management company shall run, operate, manage and maintain and to collect maintenance charges on pro-rata basis from the Allottees of the Project.

- (vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees of the Project are bound to follow the same.
- (v) **Apartment Related:**
- (i) **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottees at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottees shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Allottees. The Allottees shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottees hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottees shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottees while carrying out any fit-out or other activity.
- (ii) **Transfers by Allottees:** The Allottees may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against Rs. _____ - (One _____ only) on 1st nomination as and for 2nd and/or successive nomination Rs. Rs. _____ - (One _____ only) as and by way of Nomination costs, payable in advance to the Promoter, get the name of his nominee substituted in his/her/their/its place and stead in the records of the Promoter as the Buyer of the said Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottees and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottees or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs. _____ or _____ mentioned in this clause in respect of the said Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottees shall be payable by the Allottees

or its transferee but the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Promoter or to which the Promoter is likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottees in advance to Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottees shall not, however, be entitled to convey or transfer this agreement for a period of 12 months from the date of execution hereof nor to let out, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottees to the Promoter in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Allottees from the Promoter.

35.9 Area Calculations:

- f. Carpet Area of Apartment: The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment.
- g. Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment.
- h. Open Terrace Area: The net usable area of the exclusive open space (if any) attached to the Apartment.
- i. Built-up Area: The built-up area for the Apartment or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and/or Open Terrace Area and 20% (Twenty percent) of the area covered by those external walls which are common between such Apartment /Balcony/ Open Terrace Area and any other Apartment /Balcony/ Open Terrace Area and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony/ Open Terrace Area.

35.10 Parking Facility Related:

- 35.10.1.1 In addition to those contained above, it is clarified that the Project could also contain spaces which are not forming part of the amenities and facilities mentioned in SCHEDULE D Part I, hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in such areas exclusively to the allottees of the Apartments in the Project who need the same and apply for the same within the period as may be stipulated by the Promoter and the Promoter may give preference to allottees who

do not otherwise have parking space in the Project and against payment of the applicable maintenance charges to be paid to the Association.

- 35.10.1.2 The Allottees shall not have any parking facility until full and final payment of all sums due by the Allottees in terms of this agreement and the Allottees further not being in default in complying his obligations as provided in this Agreement.
- 35.10.1.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter
- 35.10.1.4 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottees upon such revision.
- 35.10.1.5 The Allottees agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the parking spaces to any other Allottees nor to disturb the use of the allotted parking space by the concern Allottees.
- 35.10.1.6 The Allottees hereby further warrants and confirms that the Allottees shall, upon formation of the Association and/or execution of Deed of Convayance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottees herein) of the Apartments in the Buildings/Towers and the Project.
- 35.10.1.7 The Allotees are aware that the Car Parking Space, if comprised of mechanised parking system which will always be a dependent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle. It has been agreed that the Allottees of two different Apartment may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allotee who parks the car earlier shall park it at the upper level and the Allotees who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allotees who has

parked the car at the upper level wishes to take out the car, the Allottees of the lower level shall co operate and remove his car.

35.10.1.8 Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted unless such space is purchased from the Promoter. Allotment of such Two-wheeler/Car parking space is absolutely at the discretion of the Promoter.

- a. THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- b. THE Allottees shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)
- c. THE Allottees shall not park nor shall permit anybody to park the car(s) /Two-wheeler(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s) /Two-wheeler(s).
- d. THE Allottees shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- e. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- f. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Maintenance In Charge.
- g. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- h. The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

35.11 **House Rules:** The enjoyment of the Said Apartment, Parking Space, if any and the Common Areas by the Allottees shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below (“House Rules”) which the Allottees shall be obliged and responsible to comply with strictly. The said House Rules are more particularly provided in Schedule E hereunder written.

35.11.1.1 **Taxes and Outgoings:** The Allottees binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“Taxes and Outgoings”):-

- j. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment Car Parking Space and/or any component related to the said Apartment directly to the Municipal Authority and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottees shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- k. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or any component thereof or the Building or the Common Areas or the said Land and whether demanded from or payable by the Allottees or the Maintenance In-charge and the same shall be paid by the Allottees wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Buildings or the said Land or any part thereof.
- l. Electricity charges for electricity consumed in or relating to the Apartment.
- m. Charges for water, and other utilities consumed by the Allottees and/or attributable or relatable to the said Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Apartment or any part thereof, wholly and if in common with the other Allottees, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- n. Proportionate share of all Common Expenses, the term Common Expenses are morefully elaborated in Part II of Schedule D, to the Maintenance In-charge/Maintenance Agency from time to time payable for the Project. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs. _____/- (Rupees _____ only) per Sq. Ft. per month (To be adjusted from Maintenance Deposit, Effective from

date of possession) or on actual whichever is higher only per square feet per month of the Unit area for CAM mentioned above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.

- o. Parking Facility Maintenance Charges for Parking Space to be decided later by the Promoter.
- p. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottees.
- q. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottees as per prevalent rates.
- r. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

35.11.1.2 All payments to be made by the Allottees shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottees or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottees directly to any authority shall always be paid by the Allottees within the stipulated due date in respect thereof and the Allottees shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

35.11.1.3 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottees shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottees irrespective of whether or not the Allottees uses or is entitled to or is able to use

all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottees.

- 35.11.1.4 The liability of the Allottees to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 35.11.1.5 In the event of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottees under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottees hereunder, the Allottees shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottees to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottees for two months then until such payment with applicable interest, the Allottees and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottees and his employees guests agents tenants or licencees and/or the said Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottees in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 35.11.1.6 The Allottees shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottees and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottees or the servants agents licensees or invitees of the Allottees and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottees.

- 35.12 **Liability Commencement Date:** In case the Promoter issues notice to the Allottees to take possession of the Apartment and the Allottees fails to pay the entire dues of the Allottees within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Apartment on account of such failure or default of the Allottees, the Allottees' liability to pay the Taxes and Outgoings in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the Allottees pays all its dues towards the Promoter and the said Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottees shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs. _____/- per month towards withholding charges.
- 35.13 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Apartments therein), and the Common Areas and the parking spaces and for all other Common Purposes.
- 35.14 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottees doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottees doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-
- 35.14.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottees or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottees have no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of

any size and constructed of any material and the same, with or without illumination) of the brand name etc. of the Promoter (“Said Signage”) being erected on the roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of transfer and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottees nor the Allottees’ successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottees or the Maintenance In-charge. The Allottees further agrees not to use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

- 35.14.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use (but with possibility of outsiders being also provided services therefrom by the supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

35.14.3 The Allottees have agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottees unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

35.14.4 The Allottees shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottees or the servants / agents / licensees / invitees / visitors of the Allottees and/or any breach or non-observance by the Allottees of the Allottees' covenants and/or any of the terms herein contained.

35.15 Additional General Terms and Conditions

35.15.1 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottees shall, under any circumstances whatsoever, be made of any amount paid by the Allottees on account of Taxes and/or stamp duty and registration charges incurred by the Allottees. The Allottees shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

35.15.2 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

SCHEDULE- “A”

Part – I

[said LAND]

ALL THAT land measuring about 05 (Five) Cottahs 03 (Three) Chittaks 14 (Fourteen) sq.ft. more or less in Premises No. 1/277A, Gariahat Road being Assessee No. 210930403878, under Kolkata Municipal Corporation, Ward No.093, P.O. – Jodhpur Park, P.S. – Lake, Kolkata – 700 068 at present lying within the local limits of the Kolkata Municipal Corporation, under Ward No.093, District – Kolkata duly butted and bounded as follows:

ON THE NORTH: By Plot No.26;

ON THE SOUTH: By 18 mt wide KMC Road;

ON THE EAST: By Plot No.278;

ON THE WEST: By Plot No.276

And delineated in the map/ plan attached as Annexure A hereto

Part – II

[Title]

- A. By a Deed of Sale dated 24 December 1965, registered before the Sub-Registry Office at Alipore and recorded in Book no. I, Volume no.166, Pages 105 to 124 and Being No.9667 for the year 1967, All That plot no. 277, measuring about 05 Cottahs 03 Chittaks 13 sqft. more or less was purchased by one Tara Prosad Chatterjee. The plot aforementioned was subsequently renumbered as 1/277, Gariahat Road, by the then Calcutta Municipal Corporation (**Mother Land**).
- B. Thereafter the said Tara Prosad Chatterjee mutated his name in respect of the

said land before the Tax Assessment Collection Department of the then Calcutta Municipal Corporation and assessed the property was assessed as Premises no. 1/277, Gariahat Road, Ward No.093, Assessee No.210930406119.

Sanat Kumar Chatterjee Chain

- C. The said Tara Prosad Chatterjee sold, conveyed and transferred a portion of land measuring 01 Cottahs 11 Chittaks 43 sq.ft. more or less from southern portion of the said land measuring about 05 Cottahs 03 Chittaks 13 sqft. more or less of Premises no.1/277, Gariahat Road, Ward No. 093, in favour of Sri Sanat Kumar Chatterjee, by executing a deed of sale dated 3 August 1967 registered in the office of the Sub Registrar, Alipore and recorded in Book no. I, Volume no.114, Pages 30 to 36 and Being no.582 for the year 1967.
- D. The area purchased by Sanat Kumar Chatterjee was subsequently recorded by the then Calcutta Municipal Corporation as Premises no. 1/277B, Gariahat Road, Kolkata – 700 068, (“**1/277B**”) and Assessee no. 210930406119. The said Sanat Kumar Chatterjee also had a plan sanctioned by the Calcutta Municipal Corporation plan no. 209 dated 10.09.1968 and erected a three storied building containing an area of 800 sq.ft. on each floor.
- E. On or about 21 December 1970 the said Sanat Kumar Chatterjee died intestate leaving behind him surviving his wife Kamala Chatterjee, and four children Sabyasachi Chatterjee, Supriya Dey, Sunanda Mukherjee (since deceased) and Sarbajit Chatterjee (since deceased) as his only legal heirs each being entitled to an equal share in 1/277B.
- F. The said Kamala Chatterjee, subsequently died intestate on or about 27 September 2002 leaving behind her four children Sabyasachi Chatterjee, Supriya Dey, Sunanda Mukherjee (since deceased), and Sarbajit Chatterjee (since deceased) and each of them became entitled to undivided 1/4th share in 1/277B.
- G. The said Sunanda Mukherjee subsequently died intestate leaving behind her

husband Sourindra Mohan Mukherjee and her only son Debasish Mukherjee and accordingly her undivided 1/4th share devolved upon her husband and son in equal proportion as per the provision of Hindu Succession Act.

- H. Thereafter the said Sourindra Mohan Mukherjee died intestate leaving behind him his only son Debasish Mukherjee as his sole legal heir.
- I. The said Debasish Mukherjee while being entitled as aforementioned gifted and conveyed his undivided 1/4th share in 1/277B in favour of one Satyaki Chatterjee and Siddhartha Chatterjee by executing a Gift Deed dated 6 September 2018 and registered in the office of the Additional Registrar Assurance – I, Kolkata and recorded in Book no, - I, Volume no. 1901- 2018, Pages 288965 to 288989 and Being No. 06935 for the year 2018.
- J. On or about 1 November 2006 the said Sarbajit Chatterjee died intestate leaving behind his two sons namely the said Satyaki Chatterjee and Siddhartha Chatterjee and accordingly they both inherited the undivided 1/4th share of 1/277B in equal proportion.
- K. The said Supriya Dey @ Supria Dey, wife of Late Amit Dey, (2) Satyaki Chatterjee, son of Late Sarbajit Chatterjee and (3) Siddhartha Chatterjee, son of Late Sarbajit Chatterjee jointly sold, conveyed and transferred their 3/4th share of 1/277B, in favour of one Mrs. Abhilasha Ruia, wife of Abhishek Ruia by executing a Deed of Conveyance dated 2 November 2018 registered in the office of the A.R.A. – I, Kolkata and recorded in Book no. I, Volume no.1901- 2018, pages 346656 to 346694 and Being No. 08203 for the year 2018.
- L. Thereafter the said Mrs. Abhilasha Ruia mutated her name against the 3/4th share in 1/277B together with three storied building area 2400 sq.ft. more or less in the record of the Kolkata Municipal Corporation (K.M.C.) Assessee no. 210930406119.
- M. The said Sabyasachi Chatterjee, son of late Sanat Kumar Chatterjee subsequently sold, conveyed and transferred his undivided 1/4th share in

1/277B in favour of one Abhishek Ruia, son of Pashupati Ruia by executing a Deed of Conveyance dated 6 September 2018 registered in the office of the A.R.A. – I, Kolkata and recorded in Book no. I, Volume no. 1901-2018, pages 289208 to 289246 Being No. 06977 for the year 2018.

- N. The said Abhishek Ruia mutated his name in respect of his undivided 1/4th share in 1/277B in the assessment records of K.M.C. vide Assessee No.210930406119.
- O. The said Mrs. Abhilasha Ruia out of natural love and affection for her husband Mr. Abhishek Ruia made a gift in respect of her 3/4th share in 1/277B by executing a Deed of Gift dated 03 September 2019 registered in the office of the District Sub Registrar, I at Alipore and recorded in Book no. I, Volume no. 1601-2019, pages 135809 to 135842 and Being no.2748 for the year 2019.
- P. Thereafter the said Mr. Abhishek Ruia by virtue of purchase and gift became the absolute owner of 1/277B.

Tara Prosad Chatterjee Chain

- Q. Thereafter by another Deed of Sale dated 16 December 1977, the said Tara Prosad Chatterjee sold, conveyed and transferred the Premises No.1/277A, Gariahat Road, Ward No.093 admeasuring 03 Cottahs 07 Chittaks 16 sq.ft. more or less (**1/277A**) in favour of one Sekhar Guha, son of Sri Jadu Bhusan Guha and the said Deed was duly registered in the office of the Sub Registrar Alipore and recorded in Book no. I, Volume no.114, Pages 185 to 195 and Being No.3858 for the year 1977.
- R. The said Sekhar Guha while being entitled as aforementioned sold, conveyed and transferred his undivided half share in 1/277A in favour of one Pranab Kumar Chaudhuri by executing a Deed of Conveyance dated 6 June 1980 which was duly registered in the office of D.S.R. Alipore and recorded in Book no. I, Volume no.261, Pages 25 to 35 and Being no.6718 for the year 1980.

- S. The said Sekhar Guha further sold, conveyed and transferred his remaining half share in 1/277A in favour of one Pranab Kumar Chaudhuri and his wife Aloka Chaudhuri, by executing a Deed of Conveyance dated 6 June 1980, registered in the office of D.S.R. Alipore and recorded in Book no. I, Volume no.218, Pages 68 to 78 Being No.6719 for the year 1980.
- T. By virtue of the two Deeds of Conveyances above mentioned, the said Pranab Kumar Chaudhuri and his wife Aloka Chaudhuri became the joint owners of 1/277A.
- U. Thereafter the said Pranab Kumar Chaudhuri mutated his name before the Assessment record of Kolkata Municipal Corporation vide Mutation Case No.0/093/21-JUN-15/25330 dated 12.06.2015 in respect of the said land and the structure thereon vide Assessee No.210930403878 and used to pay relevant rates and taxes to the concerned authority.
- V. During her lifetime the said Aloka Chaudhuri made and published her last Will and Testament dated 17 June 2010 whereby she granted and bequeathed all her right, title and interest in respect of 1/277A in favour of her husband Pranab Kumar Chaudhuri for his life and thereafter in favour of her elder son Mr.Subrata Chaudhuri absolutely and forever, excluding her younger son namely Sudipta Chaudhuri who had been given other valuable assets.
- W. The said Aloka Chaudhuri died on 10 October 2010 leaving behind her husband and two sons named above. After her demise the said Mr. Subrata Chaudhuri being executor of the said will aforementioned and applied before the Ld. District Delegate, Alipore by filing Act.39 Case No.16 of 2011 (P) for grant of Probate of the deceased Aloka Chaudhuri.
- X. The said learned Court on 9 July 2013 granted Probate of the will in favour of Subrata Chaudhuri, the executor. As a result of this will, Pranab Kumar Chaudhuri became the sole and absolute owner of 1/277A.
- Y. The said Pranab Kumar Chaudhuri by a Deed of Gift dated gifted and

conveyed ALL THAT the entire first floor and entire second floor measuring about 900 sq.ft. in each floor super built up area together with the undivided proportionate share of land along with easement rights of all common areas, passage, installations, fittings and fixture of said building at 1/277A, in favour of his son Subrata Chaudhuri and the said gift deed was duly registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No.4, Pages 2023 to 2038 Being No.00849 for the year 2011.

- Z. The the said Subrata Chaudhuri became the sole and absolute owner of the entire first floor and second floor of the land and building of the said premises and Pranab Kumar Chaudhuri became the sole and absolute owner of the entire ground floor of the said premises.
- AA. Thereafter the said Subrata Chaudhuri possessed the said property peacefully after mutating the same in his name before the K.M.C. vide mutation Case No.0/093/21-AUG-14/22358 dated 21.08.2014 in respect of the said premises vide Assessee No.210930408190 and similarly the said Pranab Kumar Chaudhuri possessed the said property peacefully after mutating the same in his name before the K.M.C vide mutation Case No.0/093/12-JUN-15/25330 dated 12.06.2015 in respect of the said premises vide Assessee No. 210930403878.
- BB. Thereafter said Pranab Kumar Chaudhuri and Subrata Chaudhuri jointly sold, conveyed and transferred their entire interest in 1/277A together with three storied building standing thereon containing area 900 sq.ft. each floor and the roof thereon, in favour of one Amit Ruia and Abhishek Ruia, son of Late Pashupati Kumar Ruia by executing a Deed of Conveyance dated 24 April 2018 which was duly registered in the office of the District Sub Registrar-I, South 24 Parganas and recorded in Book no. I, Volume no.1601-2018, Pages 44934 to 44978 Being no. 01323 for the year 2018.
- CC. Thereafter the said Amit Ruia gifted his entitlement in 1/277A in favour of Abhishek Ruia by executing a Deed of Gift dated 24 August 2018 which was duly registered in the office of the Additional District Sub-Registrar, South 24 Parganas at Alipore and recorded in Book no.I, Volume no. 1605-2018,

pages 193817 to 193842 and Being no. 05804 for the year 2018.

DD. Thereafter the said Sri Abhishek Ruia, became absolutely seized possessed and entitled to 1/277A and 1/277B.

EE. With an intention to develop the said two plots of land the said Abhishek Ruia amalgamated the two plots and a new Premises no. 1/277A, Gariahat Road, P.S. – Lake, P.O. Jodhpur Park, Kolkata – 700 068 (**Said Land**) was formed thereof. The building plan has been sanctioned by KMC vide Building Permit no. 2024100112 dated 14 August 2024.

PART III

[Representations]

- i) the right, title and interest of the Owner over/in respect of the said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoters;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;
- vi) the Common Areas which are intended to form a part of the Project;

- vii) the laws/notifications and rules applicable to the area where the said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoters;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of ownership in respect of the Said Apartment And Properties Appurtenant Thereto along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment and Properties Appurtenant Thereto;
- xi) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoters to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoters in doing so and further desist from making any issue or claims in respect thereto.
- xii) the Specifications as also the measurements, dimensions, designs and drawings;

- xiii) the rights title interest in respect of the Exclusive Roofs, which shall belong to the Allottees as identified by the promoters
- xiv) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoters;
- xv) the Promoters are desirous to amend and modify the Plan in the manner morefully detailed and described below and the Allottee unequivocally agrees and accepts such amendment and modification voluntarily and this acceptance herein, shall be construed to be a consent under Section 14 of the Act and Section 9 (3) of the Rules:
- xvi) the Promoters shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoters shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoters shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoters who shall be entitled to deal with the same in such a manner as the Promoters may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoters from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

xvii) the right of the Promoters to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the said Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoters and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or enure to the benefit of the Allottee, and therefore are fair and reasonable;
- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;

- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoters other than those if any specifically set forth herein;
- e) that the Promoters have provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoters as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoters for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement; that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoters have blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Land and/or the Project and Common Areas.

SCHEDULE - 'B'

[DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT]

Part -I

(SAID APARTMENT)

All That the Apartment No. _____ on the _____ floor in the Building being constructed on the said Land, having a Carpet Area of _____ sq.ft. more or less, with the respective areas of the Balcony/Verandah and/or the Open Terrace, if any, being respectively _____ sq.ft. more or less and _____ sq.ft. more or less, equivalent to a Built-up Area of _____ sq.ft. more or less.

Part II

(CAR PARKING SPACE)

All That the _____ (_____) number(s) of [covered] car parking space(s) at the ground floor of the Building being constructed on the said Land, having an area of 139 sq.ft. each as earmarked, identified and designated by the Promoters for the parking of private medium sized car(s) owned by the Allottee within such space.

Part III

(FLOOR PLAN)

Part IV

(SPECIFICATIONS)

Part V

(Application Form)

Part VI

(Allotment Letter)

SCHEDULE – “C”

[PAYMENT DETAILS]

PART-I

(Apartment & CP Price)

Part-II

[PAYMENT PLAN]

Total Consideration	
On or before execution of this Agreement (inclusive of application fee)	10% (ten percent) of the total consideration (as soon as apartment is
On completion of Piling	10% (ten percent) of the total consideration
On completion of Basement	10% (ten percent) of the total consideration
On completion of Foundation	10% (ten percent) of the total consideration
On completion of ground floor roof casting	10% (ten percent) of the total consideration
On completion of 2nd floor roof casting	10% (ten percent) of the total consideration
On completion of 4th floor roof casting	10% (ten percent) of the total consideration
On completion of roof casting	10% (ten percent) of the total consideration
On brickwork of the Unit	10% (ten percent) of the total consideration
On Possession	10% (ten percent) of the total consideration

SCHEDULE-D

PART I

[COMMON AREAS OF THE PROJECT]

(Please provide the list of common areas dedicated to the concerned Project, as may be applicable)

1. The common paths/passages, the mandatory open spaces and main entrance to the New Building and/or the said Premises as well as the Driveway therein as shown in the said Building Plan.

2. The lobbies and the landings and the stairways of all the Floors of the New Building.
3. The rooms and/or spaces for water-pump.
4. Lift, Lift machine room, chute and lift well of the New Building.
5. The rooms and/or spaces for electricity meter-box and Generator.
6. The Security Guard's quarter/room.
7. The roof of the New Building.
8. Common installation of the roof above the top floor of the New Building.
9. The boundary wall of the New Building.
10. Overhead water tank, water pipes and sewerage pipes of the New Building.
11. The toilet in the Ground floor of the New Building and/or in the open spaces surrounding the New Building for the use of the Co- owners, Security-guards.
12. Drains, sewerage pits and pipes with the New Building (same those inside any unit or attributable thereto)
13. Electrical installation including wiring and accessories for receiving electricity from Electricity Supply Agency to all the units in the said Unit and common portions within or attributable the New Building.
14. Wiring, accessories and lighting arrangements for lighting of common portions of the New Building.
15. Other areas and/or installations and/or equipment as are provided in the New Building for common use and enjoyment.

PART II

[COMMON PROPERTIES OF THE PROJECT]

1. The water pumps and the electrical motor, the overhead and underground water-reservoir and all plumbing installations for carriage of water (except only those as are exclusively within and for use of any Flat) in the New Building.
2. The drainage and sewerage pipelines and other installations for the same

(except only those as are exclusively within and for use of any Flat) in the New Building.

3. The low tension and/or high tension electrical installations, electrical sub-station and switch board and all electrical wiring and other fittings (except only those as are exclusively within and for use of any Flat) and the electricity meter-box for drawing electricity to the Common portions and/or for operating the Common Properties/Installations in the New Building.
4. Lift and its installations provided for the New Building.
5. Generator and Electric Meter.

PART III

[EASEMENTS AND QUASI-EASEMENTS]

The co-owners of the said Premises shall allow each other the following rights, easements, quasi-easements, privileges and/or appurtenances relating to :

1. The right of ingress to and egress from and over the common passage and all common areas.
2. The rite of passage of utilities including connection for telephones, pipes, cables, etc. through each and every part of the Premises and/or the building including the said portion.
3. Right of support, shelter and protection of each and every part of the Premises and/or the building by the others thereof.
4. The absolute unfettered and unencumbered right over the common Parts subject to the terms and conditions herein Contained.
5. Such rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part or parcel of the said portion.
6. The right with or without workmen and necessary materials to enter into

the building the said portion or any other part of the building or the Premises for the purpose of repairing any of the

7. Common Parts or any appurtenance to any part of the building and/or anything contained in the said portion itself so far as the same cannot be carried out without such entry and in all such
8. cases, excepting in an emergency upon giving 24 hours' previous notice in writing to the co-owner(s) affected thereby.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement of Sale at [] in the presence of attesting witness, signing as such on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED OWNER

IN THE PRESENCE OF:

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED SECONDARY DEVELOPER

IN THE PRESENCE OF:

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED ALLOTTEE
IN THE PRESENCE OF:

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.