

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) is executed on this ___ day of December, Two Thousand and Twenty Three (2023) A.D.

BY AND BETWEEN

M/S. N S CONSTRUCTION, (PAN: AAMFN8127H) a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station–Maheshtala, Kolkata–700061, represented by its Partners namely- (1) **NARGIS KHAN, (PAN:ATIPK3681Q)**, wife of Samadul Ali Khan, by faith: Islam, by occupation: Business, (2) **SAMADUL ALI KHAN, (PAN:AGAPK4444L)** son of Late Sultan Ali Khan, by faith: Islam, by occupation: Business: and (3) **SUHANA KHAN, (PAN : DXAPK1657R)** , daughter of Samadul Ali Khan, by faith: Islam, by occupation: Business, all residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061; hereinafter called and referred to as the “**DEVELOPER/PROMOTER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, legal representatives and assigns) of the **FIRST PART. NARGIS KHAN and SUHANA KHAN,** the Partner Nos. 1 & 3 are being represented by the Partner No. 2 **SAMADUL ALI KHAN, (PAN:AGAPK4444L)** son of Late Sultan Ali Khan, by faith: Islam, by Nationality-Indian, by occupation: Business: residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061, by virtue of Power of Attorney dated

28.09.2018, which was registered at the Office of Additional District Sub Registrar at Behala and entered in Book No. IV, Being No. 160700650 for the year 2018.

AND

SRI SAUMEN MIDDEY, (PAN:AMFPM4719B, AADHAAR NO. 5700 0930 2894), son of Late Atul Krishna Middey, by faith Hindu, by occupation-Business, residing at Jote Shibrapur, Post Office-Jote Shibrapur, Police Station-Maheshtala, Kolkata-700014, hereinafter called and referred to as the **“OWNER/VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**. The Owner Sri Saumen Middey, represented by his Constituted Attorney **SAMADUL ALI KHAN, (PAN:AGAPK4444L, AADHAAR NO. 5097 9248 2154)**, son of Late Sultan Ali Khan, by faith: Muslim, by occupation: Business, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061, partners of **M/S. N S CONSTRUCTION, (PAN : AAMFN8127H)** a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, by two Registered Development Power of Attorney dated 26.03.2021 & 23.08.2021, and entered in Book No. I, Volume No. 1607-2021, Page Nos. 178334 to 178356, Being No. **04961**, for the year 2021 and Book No. I, Volume No. 1607-2021, Page Nos. 364614 to 364634, Being No. **09862**, for the year 2021 and two Supplementary Development Agreement with Development Power of Attorney both dated 23.08.2021 and entered in Book No. I, Volume No. 1607-2021, Page Nos. 364436 to 364456, Being No. **9855**, for the year 2021 and Book No. I, Volume No. 1607-2021, Page Nos. 365144 to 365164, Being No. **9856**, for the year 2021 and all were registered at the Office Additional District Sub-Registrar at Behala

A N D

_____, (**PAN:** _____, **AADHAAR NO.** _____), son of _____, by faith: _____, by occupation: _____, Nationality: Indian, hereinafter referred to as the **“ALLOTTEE(S)”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as **“Party”**.

DEFINITIONS:

For the purpose of this agreement for sale, 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) "**Regulation**" means the Regulation made under the West Bengal Real Estate (Regulation and Development) Regulation;
- d) "**Section**" means the section of the Act.
- e) "**Sanctioned Plan**" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. III-B/MM/BLDG/2/356/2021-2022 dated 24.12.2021 and shall include sanctionable additions/alterations made thereto from time to time and as also mentioned in clause 17.1 hereunder by the Promoter. The Allottee(s) are also aware of the fact and consents and admits that owing to construction of additional area/floors as mentioned in Clause 17.1 the proportionate undivided share of the Allottee(s) in the Common Area and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floors are proposed to be sanctioned on the presently sanctioned towers for consuming the additional FAR (Floor Area Ratio) on account of "Green building/ Metro Corridor/ or any other law" as also mentioned in Clause 17.1 hereinafter stated and the Allottee(s) shall not raise or make any objection with regards thereto and the Allottee(s) hereby consents to the same. It is clarified that the foundation of the Towers/Buildings have been planned to take entire load of the additional floors.

- f) "**Common Purposes**" shall mean the purposes of managing maintaining up-keeping and security at the project and in particular the common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System (if installed) at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Allottee(s) or two third majority of them decide to manage, maintain and up-keep the same installation.

WHEREAS:

A. The Owner, through the partnership firm, namely the Developer, **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061 entered into 4(four) separate First, Second, Third and Fourth Development Agreements dated 30.08.2019, 30.08.2019 26.03.2021 and 23.08.2021 for construction of the building upon the land measuring 55.16 decimals equivalent to 33.43 Cottahs, and the said 4(four) Development Agreements were

registered at the office of Additional District Sub-Registrar at Behala and entered in (i) Book No.I, Volume No.1607-2019, Page Nos.297947 to 298004, Being No.9373 for the year 2019; (ii) Book No.I, Volume No.1607-2019, Page Nos.298034 to 298091, Being No.9375 for the year 2019; (iii) Book No.I, Volume No.1607-2021, Page Nos.186990 to 187041, Being No.4950 for the year 2021; and (iv) Book No. I, Volume No. 1607-2021, Page Nos. 364040 to 364090, Being No. 09846 for the year 2021 on terms and conditions morefully recorded therein, and subsequently two Supplementary Development Agreement with Development Power of Attorneys both dated 23.08.2021 and entered in Book No. I, Volume No. 1607-2021, Page Nos. 364436 to 364456, Being No. 9855, for the year 2021 and Book No. I, Volume No. 1607-2021, Page Nos. 365144 to 365164, Being No. 9856, for the year 2021 and both registered at the Office Additional District Sub-Registrar at Behala, on terms and conditions morefully recorded therein.

B. In terms of the Development Agreements, Development Power of Attorney and subsequent Development Agreement with Development Power of Attorneys, the Developer is entitled to sell, transfer and assign the Owner's Allocation in the proposed building to its intending buyer(s) and shall disburse the sale proceeds to the owner after statutory deduction.

C. The Said property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as **PRIME TOWER** (hereinafter referred to as the "Project");

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the Said Property on which Project is to be constructed have been completed;

E. The intimation of commencement of the work is already been submitted to the Kolkata Municipal Corporation;

F. The Developer/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable and save to the extent as mentioned in Definition clause (e) mentioned hereinabove and save as mentioned 1 hereinbelow;

G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____;

H. The Allottee(s) had applied for an apartment in the Project and has been allotted apartment hereinafter referred to as the "Said Unit" more particularly described in **Schedule-A-1** and the floor plan of the apartment is annexed hereto and marked as **Annexure -I**;

I. The title of the Owner to the said Premises has been examined by the Allottee

to his satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

J. The Allottee has also seen and inspected the various Plans sanctioned by the Kolkata Municipal Corporation relating to the said Project and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto. The Allottee also consents and confirms that the Promoter shall be at liberty to have the Plan modified and/or altered from time to time.

K. The Allottee agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the common areas.

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

M. 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;

N. 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;

O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit morefully mentioned in **Schedule A-1**.

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(s) and the Allottee(s) hereby agrees to purchase, the Said Unit morefully and particularly mentioned in the **Schedule-A-1**;

1.2. The Total Price payable for the Apartment is more fully mentioned in the **Schedule-B** hereunder written.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price for the **said** unit abovementioned **including GST has been mentioned in SCHEDULE – “B” hereunder. Deposit and other charges, GST** other charges morefully and particularly mentioned in **Part-II** and **Part-III** of the **Schedule C** hereunder written;

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

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 Promoter shall periodically intimate in writing 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 therein. 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 of Completed Apartment finished as per specifications morefully mentioned in **Schedule E** includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment of the Total Price, Extras and other charges as per the **Schedule C ("Payment Plan")**.

1.3. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 4% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.4. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. **BUT** The Promoter duly mentions and Allottee understand and agrees that as per law the extra F.A.R. is permissible apart from sanction plan and the Allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however the carpet area of that Said Unit allotted to the Allottee will remain unchanged. Provided further that the Promoter may make such minor additions or alterations as may be required by the Allottee(s) at allotted cost, or such minor changes or alterations as per the provisions of the Act.

1.5. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part-1 of the **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as per **Schedule - B** of this Agreement.

1.6. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned in **Schedule-A-1**:

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

(ii) The Allottee shall also have right to use the Common Areas transferred to the association of Allottee(s). Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

(iii) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in **Schedule E**, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.7. It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee as morefully mentioned clause No. I hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the instant project and for the Allottee(s) of the new phase to be developed by Promoter.

1.8. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.9. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the **Schedule C** as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

The promoter shall be entitled to securities the Total Price and other amounts payable by the Allottee(s) under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the rights to directly receive the Total Price and other amounts payable by the Allottee(s) under this agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee(s) shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement and in the manner as intimated.

In the event of delay and/or default on the part of the Allottee(s) in making payment of any TDS or any other tax, levies, cess etc. then without prejudice to any other rights or remedies available to the Promoter under this agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee(s), the said unpaid tax levy, cess etc. along with interest, penalty etc, payable thereon, from the due date till the date of adjustment.

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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 the statutory enactments or amendments

thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottee(s) subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule - D** which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation / alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. Provided that nothing herein contained shall derogate or prejudice or effect the Promoters rights and entitlements with regard to the matter connected to the plan and the addition/alteration thereof as contained in **Clause F** and **Clause 1.6** herein-above. In the event of any change in

the specifications necessitated on account of Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendation of the Architect, shall be entitled to effect such changes in the materials and specifications provided by the Promoter shall ensure that the cost and the quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in schedule of this agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottee(s) is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within December, 2025 with a grace period of 6(six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken

within two months from the date of issue of completion certificate **SUBJECT TO** the terms of the agreement and the Allottee making payment of the total price and all other amounts and deposits payable by the Allottee to the promoter hereunder and fulfilling all his covenants / obligations herein Provided that, in the absence of the local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate subject to the Allottee making payment on the account of stamp duty, registration fees, etc., **PROVIDED FURTHER THAT** the promoter shall be not be liable to deliver possession of the Said Unit to the Allottee(s) nor to execute or cost to be executed any sale deed or any other instrument(s) until such time the Allottee(s) makes payment of all amounts agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has fully performed all terms and conditions of this agreement and on the part of the Allottee(s) to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottee(s), as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the copy of the completion certificate of the Said Unit, to the at the time of conveyance of the same.

7.2.1. It is clarified that the Promoter shall be deemed to have duly complied with all its obligation in case the Promoter issues notice of completion to the Allottee(s) on or before the date mentioned in Clause 7.1 above.

7.3 **Failure of Allottees to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as mentioned above, the Allottees shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owners/Promoters shall give possession of the Said Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee(s)**- After obtaining the completion certificate and handing over physical possession of all the Said Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the copies of necessary documents and plan, including common areas to the Association (upon its registration) of Allottee(s).

Provided that, in the absence of any local law, the Promoter shall handover the copies of necessary documents and plans, including common areas, to the Association (upon its registration) of Allottee(s) within thirty days after formation and registration of the Association of Allottee(s).

7.5 **Cancellation by Allottee(s)**- Cancellation by Allottees- The Allottees 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 promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee(s) does not intent to withdraw from the Project the Promoter shall pay the Allottee(s) interest at the rate prescribed in the rules for every month of delay, till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owners has absolute, clear and marketable title with respect to the said Land and the promoter has the requisite rights to carry out development upon the said Land and the owners have the absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and the title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any requisition with regard thereto.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Said Unit and appertaining share in the

Land, however for obtaining financial assistance and/or loans from bank financial institutions, NBFC's and other lenders, the promoter/ owner has already created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charges in respect of the said land or any part thereof, and the Allottee(s) hereby consents to the same **PROVIDED HOWEVER THAT** at the time of the execution of the deed of conveyance/ transfer in terms hereof, the promoter assures to have the Said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her making payment of all amounts payable hereunder or otherwise and complying with his other obligation herein, will be acquiring title to the Said Unit free from all such mortgages and charges created by the promoter.

(iv) There are no litigations effecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the Said Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Said Unit and common areas;

(vi) The Promoter /the owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;

(vii) The Promoter/owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the Said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the Said Unit/Flat to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being formed and registered;

(x) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Land ;

(xi) The Promoter/Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever,

payable with respect to the said project to the competent authorities till the completion certificate has been issued and irrespective possession of the apartment along with common areas has been handed over to the Allottee(s) and the Association of Allottee(s) (upon registration) or not.

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

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

(i) The Promoter fails to provide ready to move in possession of the Said Unit to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or extended by the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above **PROVIDED** the Allottee(s) complies with his obligation under this Agreement, Allottee(s) is entitled to the following:-

(i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee(s) is not construction linked; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Unit, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice Subject to Allottee(s) registering the Deed of Cancellation in respect of the Said Unit and Appurtenances:

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

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting the booking amount (i.e. 10% of the total price with applicable tax) and the interest liabilities and this Agreement shall thereupon stand terminated and upon registration of the Deed of Cancellation thereof. Such refund shall not include any amount paid by the Allottee(s) on account of Taxes paid by the Allottee(s) and/or stamp duty, registration charges, legal expenses, brokerage incurred by the Allottee(s) and shall be made out of the amounts received by the Promoter against Sale of Said Unit to any other interested persons. The Allottee(s) shall at his/its own costs and expenses, execute all necessary documents required by the promoter in this regard:

Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID UNIT:**

The Owner and the Promoter, on receipt of Total Price of the Said Unit as per Para 1.2 under the Agreement from the Allottee(s) and other amounts elsewhere herein mentioned shall execute a conveyance deed and convey the title of the Said Unit to the Allottee(s) and the common areas to the Association of Allottee(s) within three (3) months from the date of issuance of the completion certificate to the Allottee.

Provided that, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within three (3) months from the date of issue of completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee(s) simultaneously with the delivery of the possession of the Apartment to the Allottee(s) and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee(s) unless the Allottee(s) executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter or to pay the total price and other dues to the Promoter, the Allottee(s) authorises the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Promoter is paid by the Allottee(s) and the Allottee(s) shall also be deemed to be under condition of default under Clause 7.3 and 9.3 mentioned herein-above.

11. OWNER'S CONFIRMATION :

The Owners have been made parties to these presents to confirm the Allottee(s) that the owners shall join in as party to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the Said Unit in favour of the Allottee(s) and the common areas to the Association of Allottee(s) without claiming any consideration or additional consideration from the Allottee. The Owners obligation is limited to transfer of land compromised in the said land, which may either be in favour of the Allottee(s) individually or the Association of the Allottee(s) as may be applicable.

12. MAINTENANCE OF THE SAID BUILDING/ SAID UNIT/ PROJECT :

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottee upon the issuance of the completion certificate of the Project. The cost of such maintenance will be borne by the Allottee(s) (to the Promoter) from the date of obtaining completion certificate.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the common area and common expenses of the project are contained in House Rules (more-fully described in **SCHEDULE "H"**) hereinafter mentioned and all the Allottee of the apartments shall be bound and obliged to comply with the same.

13. DEFECT LIABILITY :

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

PROVIDED THAT the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee(s) or Association of Allottee

and/or any other persons **OR** in case the Allottee, without first notifying the promoter and without giving to the promoter the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee(s) shall not be entitled to any cost or compensation in respect thereof.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee(s) and/or maintenance agency 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 Service Areas: The service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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. 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 Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. ADDITIONAL CONSTRUCTIONS/MODIFICATION: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, modified plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the 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.

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

20. APARTMENT OWNERSHIP ACT (OTHER RELEVANT STATE ACT):

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in said

Act.

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

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 ALLOTTEE(S):

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE: The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the **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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s). Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce

each and every provision.

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned 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 Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the Unit, prior to the execution and registration of this Agreement for Sale for such Unit, 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 or the regulations made thereunder.

33. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act 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 under the Arbitration and Conciliation Act, 1996.

35. MISCELLANEOUS:

The Allottee aware that the price of the Unit is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.

The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted Unit unto and in favour of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.

The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in **Schedule-E** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be

entitled to raise any claim for such variation.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the Allottee and the Bank/financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank / Financial Institution.

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

In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee shall not have any objection to it.

The Possession Date has been accepted by the Allottee. However, if the said Unit is made ready prior to the Completion Date, the Allottee undertakes(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 agreed and understood 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.

The right of the Allottee shall remain restricted to his/her/their respective Unit and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

In the event of cancellation of allotment, the balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee

without interest, out of the amounts received by the Promoter against sale of the Said unit to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

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

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

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

The cost of maintenance will be paid / borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottee(s) and thereafter to the association of Allottee(s). The Allottee shall before taking possession of the apartment pay @ Rs.24/- per sq. ft. on the super built-up area of the apartment towards cost of such maintenance for the initial period of one year. The Allottee shall additionally pay @Rs.30/- per sq. ft. on the super built-up area of the apartment towards Sinking Fund. Maintenance Expenses

shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottee(s) and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee(s) of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first-year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not in side any Flat) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant if any, Firefighting equipment, CCTV, EPABX etc. and other common installations including their AMC, license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Allottee.
- Creation of sinking funds for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staffs to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Housekeeping Staff, Plumbers, electricians, Gardener etc. including perquisites, Bonus and other emoluments and benefits.

- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all 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 both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing 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. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

The Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings namely '**PRIME TOWER**' and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign/ Bill Boards/ Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allottee(s) or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

That on and from the date of possession of the said flat/unit, the Allottee shall:

a. Co-operate in the management and maintenance of the said project :-**"PRIME TOWER"**.

b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consentsto the same:

- i) To discontinue the supply of electricity to the "Said Unit".
- ii) To disconnect the water supply
- iii) Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
- iv) To discontinue the facility of DG Power back-up
- v) To discontinue the usage of all amenities and facilities provided in the said project '**PRIME TOWER**' to the Allottee and his/her/their family members/guests.

e. The above said discontinuation of some services and facilities shall not be

restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

f. Use the said flat/unit for residential purpose only.

g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.

h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area, save at the provisions made thereof.

i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.

j. Not to place or cause to be placed any article or object in the common area.

k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

l. Not to park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.

m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the project.

n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

p. Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges

or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said building.

q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

r. Not to use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

u. Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function/meeting by all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project '**PRIME TOWER**' for sprinkling or spraying of colour and paints/lighting up of fire/sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/Association as the case may be, and only in the area as may be

designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

w. To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).

THE SCHEDULE "A" ABOVE REFERRED TO

(Said Property)

ALL THAT piece and parcel of Bastu land measuring 41 Cottahs 13 Chittacks 5 Square Feet, be the same or a little more or less, whereupon ground plus seven storied building standing is under construction, named as "**Prime Tower**" having Two Towers, being **Tower Nos. A & B**, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos. 4228 & 4262, of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto, District Sub Registration office at Alipore and Additional Sub-Registration Office at Behala, District: South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY :
ON THE SOUTH BY :
ON THE EAST BY :
ON THE WEST BY :

SCHEDULE 'A-1'

(Said Unit)

ALL THAT the Apartment No. _____, containing a carpet area of _____ Sq. Ft., type _____ **BHK**, with Exclusive balcony area of _____ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft. Chargeable/super built-up area being _____ Sq. Ft. be the same a little more or less on the _____ Floor of the Block No. _____ of the Project to be known as "**PRIME TOWER**" together with right to park **One Car parking space (Open to Sky)** (dependent/independent) parking space in the ground floor level of the

building of the said property together with the undivided proportionate share of the of land mentioned in **SCHEDULE-A** hereinabove including all right of easements, common areas, facilities and amenities annexed thereto, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas. The said flat and car parking space is delineated in “**RED**” border in the map or plan annexed with the Deed and the map or plan should be treated as part of this Deed.

SCHEDULE ‘B’
(Price)

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

Block No. :	Rate of apartment per square feet of carpet area :
Apartment No. :	
Type BHK :	
Floor :	
	Rs.
Cost of carpet area:	Rs.
Cost of exclusive balcony or verandah areas	Rs.
Cost of exclusive open terrace	Rs.
Prorata cost of common areas with external wall thickness	Rs.
Preferential Location Charges	Rs.
Floor escalation charges	Rs. NIL
Open Car Parking	Rs.
Total Value	Rs.
Rebate	Rs.
Consideration for the Apartment	Rs.

(Rupees _____)

Allottee will get a rebate of Rs. _____/- **SUBJECT TO** there is no default on the part of the Allottee(s) in making payments of the amounts due and payable under this Agreement and the rate of GST payable by the Allottee remains unchanged.

SCHEDULE ‘C’
PART – I
(Payment Plan)

The said total consideration of **Rs. _____/- (Rupees _____ Only)** mentioned in the **SCHEDULE - B** hereinabove shall be paid by the Allottee to the Promoter by cheques/Pay Orders/ Demand Drafts drawn in the name of “**M/S. N.S. CONSTRUCTION**” or by online payment (as applicable) as follows:

Sl. No.	Particulars	Amount / (Rs.) + GST
(1)	Booking Amount:	Rs.
(2)	Rest of the amount at the time of execution and registration of the Agreement for Sale within 30 days from the date of Booking	10% of the Total Consideration of Apartment
(3)	Payable on completion of piling	10% of the Total Consideration of Apartment
(4)	Payable on 1 st floor slab casting	10% of the Total Consideration of Apartment
(5)	Payable on 3 rd floor slab casting	10% of the Total Consideration of Apartment
(6)	Payable on 4 th floor slab casting	10% of the Total Consideration of Apartment
(7)	Payable on 5 th floor slab casting	10% of the Total Consideration of Apartment
(8)	Payable on 6 th floor slab casting	10% of the Total Consideration of Apartment
(9)	Payable on 7 th floor slab casting	10% of the Total Consideration of Apartment
(10)	Payable on completion of Brickwork	10% of the Total Consideration of Apartment
(11)	Payable on offer of Possession	10% of the Total Consideration of Apartment

Part-II
(Deposits and Other Charges)

The total extras and deposits in respect of apartment is **Rs.**_____/- (**Rupees** _____ **Only**) ("Total extras and deposits"):-

Deposits :	
Sinking Fund – This amount is payable to the association 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 Developer/Promoter or the Association deem fit and proper. The Allottee shall pay @ Rs.30/- per square feet super built up area of the Apartment to the Developer.	Rs.
Advance Maintenance charges- This amount is payable against 12 months advance maintenance charges for the said apartment @ Rs.2/- per square feet super built up area.	Rs.
Total Deposits	Rs.
Extra charges:	
Water Treatment Plant charges - This amount is payable for the purpose of installation or arrangement of Water Treatment Plant in the Project. The amount for installation or arrangement of Water Treatment Plant has been fixed for 1BHK flat of Rs.15,000/-; for 2BHK of Rs.20,000/-; and for 3BHK of Rs.25,000/-	Rs.
Diesel generator power backup & Transformer (- This amount is payable for the installation of diesel generator ("DG") for power backup to run the basic facilities in the project. The amount towards cost of Transformer is payable for the said apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC Ltd. For providing and installing transformer at the said project. The amount for DG Charges and Transformer has been fixed for 1BHK flat Rs.30,000/-; for 2BHK Rs.40,000/-; and for 3BHK Rs.50,000/-.	
Legal and documentation charges : i) On or before execution and registration of the Agreement for Sale of Rs.7,500/-. ii) On or before execution and registration of the Deed of Conveyance has been fixed for 1BHK flat of Rs.22,500/-; for 2BHK Rs.27,500/-; and for 3BHK Rs.32,500/-. iii) Legal and Documentation Charges for Commercial Property to be decided on mutual understanding. iv) If the documents be registered on Commission Extra Charges to be paid.	Rs.
Floor Escalation Charge for each floor from Second floor to top floor to be increased gradually @ Rs.20/-	Rs.

onwards	
Preferential Location Charges @ Rs.50/- (for South facing flat)	
CCTV fixed	Rs.5000/-
Total Deposits & Extras	Rs.

(Rupees _____)

Note : GST is payable on the extra charges as mentioned in the **PART-II** of **SCHEDULE C** herein below.

PART -III
(GST & Other Charges)

1. The Allottee(s) shall have no liability to pay GST as applicable in law but the Developer shall pay GST for and on behalf of the Allottee(s).
2. Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.
3. The Allottee(s) shall pay the deposit to CESC Ltd. directly on account of individual meter.
4. Charges levied by the Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.

Note : GST is payable on other charges as mentioned in the **PART-III** of **SCHEDULE C** herein below.

SCHEDULE 'D'
(Specifications, Amenities, Facilities)

FOUNDATION AND STRUCTURE

RCC frames structure with pile foundation.

WALL FINISH

Gypsum plaster for extra finish.

FLOORING

Vitrified tiles in bedrooms, living & dining room.

Skirting of same as floor.

DOOR AND WINDOWS

- Door frame : made of wood
 Main door : polished / painted solid core flush doors
 Main door fittings : Reputed make with latch & eyepiece
 Internal Door : Painted flush doors with hardware fittings

Windows : Fully glazed anodized/power coated aluminium/UPVC with glass panes.

KITCHEN

Granite Counter top.
 Dado of ceramic tiles up to 2 feet above kitchen counter.
 Stainless Steel Sink.
 Exhaust fan Point.
 Flooring: Anti-Skid ceramic tiles.

TOILET

Flooring: Anti-Skid ceramic tiles.
 Toilet walls: Ceramic tiles on the walls.
 Sanitary ware of reputed make.
 CP fittings of reputed make.
 Electrical point for geyser & exhaust fan.
 Provision for hot/cold water line.

ELECTRICALS

Concealed copper wiring of reputed brands.
 Telephone and/or Internet wiring in living or dining area.
 Electrical points in all bedrooms, living, dining, kitchen & toilets.
 Modular switches and MCB of reputed brands.
 DTH/Cable TV cabling in all bedrooms and living room.

ELEVATORS

Modern automatic lifts of reputed brand with well decorated lift cage.

COMMON LIGHTING

Overhead illumination for compound and street lighting.
 Necessary illumination in all lobbies, Staircases and common areas.

COMMON AREAS

Well-designed common lobbies.
 Sufficient power back up facilities.
 Designer lobby with premium tiles/marble finish flooring.

STAIRCASE

Flooring Marble/Kota stones.

SECURITY & FIRE PREVENTION

Video door phone and intercom facility in each unit.
 CCTV surveillance in the complex.
 Fire fighting systems as per recommendation of The Fire & Emergency. Services, Govt. of West Bengal (As per Provisional NOC).

EMERGENCY EVACUATION SERVICES:

Fire refuge area will be made on 6th floor of the building and premise will be well connected with the K.M.C. Black Top Road on North side of the building.

WATER SUPPLY

24 hours water supply. KMC Drinking water connection will be in Kitchen.

GENERATOR

Provision for standby supply in every unit.

SCHEDULE 'E'
(Common Areas, Amenities & Facilities)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Children Play Area (h) Common Toilet on the ground floor, (i) Durwan /Guard/Caretaker's Room, (j) Electrical Meter Room (k) Community Hall (l) Residents' Club if any and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for fire fighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Features

- Air Condition GYM
- AC Club Room
- AC Association Room

- AC Community Hall with Terrace Garden Party Hall.
- Terrace Garden
- Premium Elevators
- Fire Fighting System as per Fire Norms and Recommendations.
- Power Backup (Diesel Generator)
- CCTV and Security Boom Gates.
- Water Treatment Plant
- Guard Room and Toilet
- Emergency Health Service

SCHEDULE 'F'
(Devolution of Title)

5. By virtue of a registered Deed of Partition dated 26.07.1955, registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 1926 for the year 1955, one Atul Krishna Middey and his brother Keshab Chandra Middey as party of the First Part jointly got land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas.
6. By virtue of a registered Deed of Sale dated 16.07.1962, the said Keshab Chandra Middey sold, transferred and conveyed undivided $\frac{1}{2}$ (half) share out of **ALL THAT** piece and parcel of land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas in favour of Atul Krishna Middey. The said Deed was registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 3145 for the year 1962.
7. After getting the aforesaid property by virtue of Deed of Partition and purchase the said Atul Krishna Middey became the Owner of **ALL THAT** piece and parcel of land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas.
8. Out of the aforesaid property, the said Atul Krishna Middey sold away some portion of land and he retained **ALL THAT** piece and parcel of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas.
9. During the lifetime the said Atul Krishna Middey executed and registered a Deed of Settlement dated 10.02.1984, in respect of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas in favour of his son Sri Saumen Middey, the present Owner herein. The said Deed of Settlement was registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 393 for the year 1984.
10. It has been stipulated in the Deed of Settlement during the lifetime Atul Krishna Middey shall enjoy the said property and after his demise, his son Sri

Saumen Middey would be the exclusive Owner with exclusive right to sell, transfer, alienate and mortgage the aforesaid property.

11. The said Atul Krishna Middey died intestate on 26.09.2013 leaving behind his son Sri Saumen Middey, and after the demise of Atul Krishna Middey, in terms of the Deed of Settlement, Sri Saumen Middey became the absolute Owner in respect of **ALL THAT** piece and parcel of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrapur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas (South).
12. The name of Atul Krishna Middey was recorded in respect of the aforesaid property in the records of Maheshtala Municipality as Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141 and also in the records of B.L. & L.R.O., Government of West Bengal, under L.R. Khatian No. 34.
13. The Owner owned and possessed and subsequently entitled to get in respect of **ALL THAT** piece and parcel of Bastu land measuring 57.5 decimals, be the same or a little more or less, whereupon structure standing thereupon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto.
14. The present Owner is desirous to raise a multi-storied building upon the aforesaid premises. But due to financial stringency and/or paucity of funds and experience, the Owner is unable to start construction of the said Building upon the aforesaid property and had been in search of a Builder and/or Developer who can undertake the responsibility of construction of such building upon the aforesaid property by his/her/their own arrangement cost and expenses.
15. M/S. N. S. Construction gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the Owners, the Developer approached the Owners to enter into joint venture agreement for development of the aforesaid premises with a scheme to be formulated by the Owner and to empower the Developer to raise proposed construction and/or the project on the strength of a Power of Attorney to be executed separately.
16. The Owner and the Developer executed and registered a Development Agreement dated 30.08.2019, in respect **ALL THAT** piece and parcel of Bastu land measuring 21 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development

Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2019, Page Nos. 297947 to 298004, Being No. 09373 for the year 2019 ; (hereinafter referred to as the “**First Development Agreement**”).

17. In terms of the Development Agreement, the Owner also has executed a Power of Attorney on 30.08.2019 in respect of **ALL THAT** piece and parcel of Bastu land measuring 21 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer’s Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2019, Page Nos. 298425 to 298448, Being No. 09387 for the year 2019 (hereinafter referred to as the “**First Development Power of Attorney**”).
18. The Owner and the Developer executed another registered a Development Agreement dated 30.08.2019, in respect **ALL THAT** piece and parcel of Bastu land measuring 5 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2019, Page Nos. 298034 to 298091, Being No. 09375 for the year 2019 ; (hereinafter referred to as the “**Second Development Agreement**”).
19. In terms of the Development Agreement, the Owner also has executed another Power of Attorney on 30.08.2019 in respect of **ALL THAT** piece and parcel of Bastu land measuring 5 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala,

Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station–Maheshtala, Kolkata–700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer’s Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2019, Page Nos. 298449 to 298472, Being No. 09388 for the year 2019 (hereinafter referred to as the “**Second Development Power of Attorney**”).

20. The Owner and the Developer executed another registered a Development Agreement dated 26.03.2021, in respect **ALL THAT** piece and parcel of Bastu land measuring 7.43 Cottahs, be the same or a little more or less, front portion out of the said premises, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 186990 to 187041, Being No. 04950 for the year 2021; (hereinafter referred to as the “**Third Development Agreement**”).

21. In terms of the Development Agreement, the Owner also has executed another Power of Attorney on 26.03.2021 in respect of **ALL THAT** piece and parcel of Bastu land measuring 7.43 Cottahs, be the same or a little more or less, front portion out of the said premises, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station–Maheshtala, Kolkata–700061, to do all acts, deeds

and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer's Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 178334 to 178356, Being No. 04961 for the year 2021 (hereinafter referred to as the "**Third Development Power of Attorney**").

22. The Owner and the Developer executed another registered a Development Agreement dated 23.08.2021, in respect **ALL THAT** piece and parcel of Bastu land measuring 8.39 Cottahs, be the same or a little more or less, out of 69 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos.34 & 4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 364040 to 364090, Being No. 09846 for the year 2021; (hereinafter referred to as the "**Fourth Development Agreement**").
23. In terms of the Development Agreement, the Owner also has executed another Power of Attorney on 23.08.2021 in respect of **ALL THAT** piece and parcel of Bastu land measuring 8.39 Cottahs, be the same or a little more or less, out of 69 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos.34 & 4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata – 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer's Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 364614 to 364634, Being No. 09862, for the year 2021 (hereinafter referred to as the "**Fourth Development Power of Attorney**").
24. The Owner and Developer executed and registered 4(four) separate First, Second, Third and Fourth Development Agreements dated 30.08.2019, 30.08.2019, 26.03.2021 and 23.08.2021 for construction of the building upon the land measuring 55.16 decimals equivalent to 33.43 Cottahs, and the said

- 3(three) Development Agreements were registered at the office of Additional District Sub-Registrar at Behala and entered in (i) Book No.I, Volume No.1607-2019, Page Nos.297947 to 298004, Being No.9373 for the year 2019; (ii) Book No.I, Volume No.1607-2019, Page Nos.298034 to 298091, Being No.9375 for the year 2019; (iii) Book No.I, Volume No.1607-2021, Page Nos.186990 to 187041, Being No.4950 for the year 2021 and (iv) Book No. I, Volume No. 1607-2021, Page Nos. 364040 to 364090, Being No. 09846 for the year 2021 (hereinafter referred to as the **“Development Agreements”**).
- 25.The Owner and the Developer executed and registered two Supplementary Development Agreement with Development Power of Attorney dated 23.08.2021 in connection with the First and Second Development Agreement and First and Second Development Power of Attorney both dated 30.08.2019, the terms and conditions mentioned therein. The said two Supplementary Development Agreement with Development Power of Attorney both dated 23.08.2021 one was entered in Book No. I, Volume No. 1607-2021, Page Nos. 364436 to 364456, Being No. 9855, for the year 2021 and another was entered in Book No. I, Volume No. 1607-2021, Page Nos. 365144 to 365164, Being No. 9856, for the year 2021 both were registered at the Office Additional District Sub-Registrar at Behala.
- 26.In terms of the Development Agreements, Development Power of Attorney and subsequent Development Agreement with Development Power of Attorneys, the Developer is entitled to sell, transfer and assign the Owner’s Allocation in the proposed building to its intending buyer(s) and shall disburse the sale proceeds to the owner after statutory deduction.
- 27.The present owner got his name mutated in the records of the aforesaid property in B.L. & L.R.O., Government of West Bengal, under L.R. Khatian Nos.4228 & 4262, in R.S. & L.R. Dag No. 314 and enjoying the same by paying taxes and khazanas to the appropriate authority.
- 28.For the purpose of construction of the building upon the aforesaid property, the Owner through the Developer amalgamated the aforesaid plots into one premises and got his name mutated in respect of the aforesaid property in the records of the Maheshtala Municipality and the property has since been known as Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani, in its Ward No.14.
- 29.The Developer in the name of the Owner obtained Land Ceiling Clearance from the Competent Authority at its own cost and expenses.
- 30.The Developer in the name of the Owner got a plan sanction from the Maheshtala Municipality, being Building Permit No. III-B/MM/BLDG/2/356/2021-2022 dated 24.12.2021 for construction of a G + VII storied building (hereinafter referred to as the **“Sanction Plan”**) after demolishing the existence structure.
31. In conformity with the sanction plan, the Developer has started construction of the building named **“Prime Tower”** upon **ALL THAT** piece and parcel of Bastu land measuring 41 (forty one) Cottahs 13 (thirteen) Chittacks 5 (five) Square Feet, be the same or a little more or less, having Two Towers, being **Tower Nos. A & B** lying and situated in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos. 4228 & 4262, of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West),

Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-"A"** hereinabove and hereinafter referred to as the "***Said Property***".

SCHEDULE 'G'

(Disclosures & Acknowledgments)

1 All payments shall be made by the Allottee(s) against proper receipts by the Promoter and the Allottee(s) shall not be entitled to claim nor to set up any other evidence regarding the payment.

2 TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 30 (Thirty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this agreement and the amount thereof shall be treated as outstanding.

3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee(s). The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee(s) shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee(s).

4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottee(s) who need the same and apply for the same with preference being given by the Promoter to those Allottee(s) who do not otherwise have parking space in the Project. The Allottee(s) agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee(s) nor to disturb the use of the allotted parking space by the concerned Allottee(s).

5 The Promoter duly explain and Allottee(s) understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Allottee(s) hereby grant consent and appoint the promoter as his/her/its

authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Said Unit allotted to the Allottee(s) will remain unchanged.

6 The Allottee(s) acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.

8 The payment of all Other Charges and Deposits shall be made by the Allottee(s) to the Promoter before taking possession of the Said Unit and within 30 days of receiving Intimation for possession from the Promoter.

9 Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Said Unit including the interior decoration shall be done and completed by the Allottee(s) at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee(s) shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee(s) 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(s) 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 Said Unit.

10 The Allottee(s) shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Said Unit and/or the Common Areas).

11 The Allottee(s) admits and acknowledge that the Allottee(s) has been duly

made aware of the fact that the Community hall on the 1st floor level, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allotees or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Allottee(s) / residents of the building on subject to the rules regulations and by-laws governing the same from time to time.

12 The Allottee(s) shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

13 The rights of the Allottee(s) in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

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

15 In case of any amount (including maintenance charges) being due and payable by the Allottee(s) to the Promoter and/or the Maintenance In-Charge, the Allottee(s) shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

16 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee(s) under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.

17 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee(s) and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee(s) hereby agrees.

18 Save the said Unit the Allottee(s) shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and

proper and the Allottee(s) hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

19 The ownership and enjoyment of the Said Unit by the Allottee(s) shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule "G" hereto.

20 The Allottee(s) shall have no connection whatsoever with the All Allottee(s)/ buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee(s) and the other Allottee(s) (either express or implied) and the Allottee(s) shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

21 The properties and rights hereby agreed to be sold to the Allottee(s) is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee(s) shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

22 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Promoter and/or the Owner, as per their respective entitlements, shall be entitled to do so and the Allottee(s) shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefore, then the same shall be borne paid and discharged by the Allot Allottee(s) (including the Allottee(s) herein) proportionately and the Promoter and/or the Owner shall not be liable therefore in any manner and the Allottee(s) and the other Allottee(s) shall keep the Promoter and the Owner fully indemnified with regard thereto.

23 The Allottee(s) shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee(s) and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee(s) or the servants agents licensees or invitees of the Allottee(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee(s).

24 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the Allottee(s) thereof.

25 The Allottee(s) may only after payment of entire dues of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum 100% hereunder or at which the Said Unit is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Said Unit 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 thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee(s) and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee(s) or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @1% mentioned in this clause in respect of the Said Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee(s) shall be payable by the Allottee(s) or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee(s) in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee(s) shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Said Unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee(s) to the Promoter in respect of the Said Unit are fully paid up and a No Dues certificate is obtained by the Allottee(s) from the Promoter. It is clarified that any change in the control or ownership of the Allottee(s) (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above

conditions.

26 AREA CALCULATION:

Carpet Area of Said Unit: The carpet area for the Said Unit or any other Apartment shall mean the net usable floor area, with area of cupboard of such Said Unit 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.

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

Open Terrace Area: The net usable area of the exclusive open space attached to the Said Unit if granted to the Allottee(s).

Built-up Area: The built-up area for the Said Unit or any other apartment shall mean the Carpet Area of such Said Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Said Unit /Balcony and any other apartment /Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).

Proportionate Common Area: The proportionate share of the Common Areas attributable to the Said Unit is undivided 361 Square feet more or less.

Maintenance Chargeable Area: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee(s), the area shall be the sum total of the Carpet area, Balcony area and Proportionate Common Area which is 361 Square feet more or less.

27 In case the Allottee(s), with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee(s) alone.

28 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allottee(s) or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

29 Unless changed by the Promoter, _____ shall be the Architect for the Project.

30 The Project shall bear the name **“PRIME TOWER”** or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE ‘H’
(House rules)

The Allottee(s) binds himself and covenants to abide by the following rules, regulations and restrictions:

1. To use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

2. That unless the right of parking is expressly granted, the Allottee(s) shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

3. In case the Allottee(s) has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

i) The Allottee(s) shall pay the Parking Facility Maintenance Charges punctually and without any delay default.

ii) The Allottee(s) shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;

iii) The Allottee(s) shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.

iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.

v) The Allottee(s) shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

vi) The Allottee(s) shall not grant transfer let out or part with the Parking Facility independent of the Said Unit nor vice versa, with the only exception being that the Allottee(s) may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

viii) Any use of the Mechanical Parking System by the Allottee(s) Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Allottee(s) binds himself and agrees as follows: -

i) The said facilities may be used by the Allottee(s) and its family members residing at the Said Unit in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee(s) desires to avail such facilities, the Allottee(s) shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

ii) The Allottee(s) shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Allottee(s) using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee(s) shall not hold the Promoter liable in any manner for any accident or damage while enjoying any such facilities by the Allottee(s) or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee(s) shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee(s) using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the

same. The Allottee(s) shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee(s) or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee(s) shall be obliged to adhere to the following:

6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation 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.

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

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee(s) to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Said Unit save that the Allottee(s) shall have the right to install window/split air-conditioners at the place/s provided therefore in the said Apartment.

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

10. Not to partition or sub-divide the Said Unit nor to commit or permit to be committed any form of alteration or changes in the Said Unit or in the beams, columns, pillars of the Said Buildings passing through the Said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.

11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior

walls of the buildings.

12. In case any Open Terrace be attached to any Said Unit then the same shall be a right appurtenant to such Said Unit and the right of use and enjoyment thereof shall always travel with such Said Unit and the following rules terms conditions and covenants shall be applicable on the Allottee(s) thereof in relation thereto.

i) The Allottee(s) thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Said Unit owned by such Allottee(s) in the said buildings).

ii) The Allottee(s) thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.

iii) The Allottee(s) thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.

iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

14. Not to install or keep or operate any generator in the Said Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said Unit is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.

15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Said Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee(s) or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
18. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-Charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee(s) there about.
20. To use the Common Areas only to the extent required for ingress to and egress from the Said Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.
21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Said Unit free from all hazards relating to fire.
22. To keep the Said Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premium payable in respect thereof.
24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Unit and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.

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

27. To maintain at his own costs, the Said Unit 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, Kolkata Municipal Corporation, 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 Said Unit as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

28. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.

29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects. It may be installed by promoter at the cost of the purchaser.

30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas, etc.

32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the promoter.

33. Not to use the Said Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

34. To allow and permit the Promoter the following rights and authorities: -

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

35. The Allottee(s) binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Said Unit and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee(s) shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.

ii) All other taxes land revenues, impositions, levies, cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee(s) or the Maintenance In-Charge and the same shall be paid by the Allottee(s) wholly in case the same relates to the Said Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

iii) Electricity charges for electricity consumed in or relating to the Said Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.

iv) Charges for water, and other utilities consumed by the Allottee(s) and/or attributable or relatable to the Said Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.

v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.2/- (Rupees Two) only per Square foot per month of the Maintenance Chargeable Area (as mentioned in Clause 26 of Schedule "G" mentioned hereinabove) of the Said Unit and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.

vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Promoter the appropriate authorities as the case may be.

vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Allottee(s) 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(s) or in the letter box earmarked for the Said Unit Provided That any amount payable by the Allottee(s) directly to any authority shall always be paid by the Allottee(s) within the stipulated due date in respect thereof and the Allottee(s) shall bear and pay the same accordingly and without any delay, demur or default.

The liability of the Allottee(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee(s) to take possession.

In the event of the Allottee(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee(s) under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee(s) hereunder, the Allottee(s) shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee(s) and his employees customers agents tenants or licensees and/or the Said Apartment.

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

The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee(s) shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee(s) irrespective of whether or not the Allottee(s) uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee(s).

MEMO OF CONSIDERATION

Received from the _____ within named Purchaser the sum of **Rs.** _____) only as part consideration for the said Apartment .

<u>Sl. No.</u>	<u>Bank Name</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>
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WITNESS

1.

SIGNATURE OF THE PROMOTER/DEVELOPER

2.

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES :-

1.

Signature of the **PROMOTER/**
DEVELOPER

2.

(Samadul Ali as Constituted Attorney
of Saumen Middey)

Signature of the **OWNER**

Signature of the **ALLOTEE(S)**

Drafted by and Prepared
in my office :-