

**AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 2024 (Year).

## By and Between

### 1 PROMOTER:

- 1.1 SUGAM DIAMOND PROJECTS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 2/5 Sarat Bose Road, 4th Floor, Unit No-4B, P.O Elgin Road, P.S. Ballyganj, Kolkata – 700020 having LLPIN: AAP-5530 and PAN: ADZFS2010G; represented by its Authorized Representative Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide resolution dated \_\_\_\_\_; hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

### AND

### 2 ALLOTTEE

- 2.1 (1) Mr. X** (having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_) son of Mr. A, by Nationality Indian/NRI/Foreigner of Indian origin, aged about \_\_\_\_\_ years residing at 1234 and **(2) Mr.Y** (having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_) son of Mr. B by Nationality \_\_\_\_\_ aged about \_\_\_\_\_ years residing at 1234, \_\_\_\_\_ Indian/NRI/Foreigner of Indian origin hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, executors, administrators, successors-in-interest and permitted assigns).

### AND

### 3 OWNERS:

- 3.1 SUGAM PROMOTERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 2/5 Sarat Bose Road, Unit No- 1F, Police Station Ballygunge, Post Office Elgin Road, Kolkata- 700020 (having PAN AABCH8180N), CIN No- U70200WB2007PTC113231
- 3.2 SHERATOVE NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 7B Dr Harendra Coomer Mukherjee Sarani (Formerly Pretoria Street) Police Station Shakespeare Sarani, Post Office Park Street, Kolkata- 700071 (having PAN ABBCS6936J), CIN No- U70200WB2019PTC230767

All hereinafter referred to as "the **Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns) and represented by Mr. \_\_\_\_\_ son of \_\_\_\_\_ of \_\_\_\_\_ having Aadhaar No. \_\_\_\_\_, having Income Tax PAN \_\_\_\_\_, being the authorized representative of the Constituted Attorney of the Owners namely **SUGAM DIAMOND PROJECTS LLP** appointed by Power of Attorney dated \_\_\_\_\_ and registered with Additional Registrar of Assurance-\_\_\_\_, Kolkata in Book I Volume No. \_\_\_\_ Pages \_\_\_\_\_ to \_\_\_\_\_ Being No. 1904\_\_\_\_\_ for the year 202\_\_\_\_

### 4. CONFIRMING PARTY:

- 4.1 \_\_\_\_\_ PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata- \_\_\_\_\_ (having PAN \_\_\_\_\_, CIN No- \_\_\_\_\_) hereinafter referred to as "the **Confirming Party**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns) and represented by Mr. \_\_\_\_\_ son of \_\_\_\_\_ of \_\_\_\_\_ having Aadhaar No. \_\_\_\_\_, having Income Tax PAN \_\_\_\_\_, being the authorized representative of the Constituted Attorney of the Confirming Party namely **SUGAM DIAMOND PROJECTS LLP** appointed by Power of Attorney dated \_\_\_\_\_ and registered with Additional Registrar of Assurance-\_\_\_\_, Kolkata in Book I Volume No. \_\_\_\_ Pages \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year 202\_\_

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

#### **WHEREAS:**

- A. The Owners are the full and lawful owners of **ALL THOSE** messuages tenements hereditaments dwelling rooms and premises together with pieces and parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 13.004 acres or 39 Bighas 06 Cottahs 11 Chittacks 40 Square feet more or less comprised in portions of the said L.R. Dag Nos. 3033 (portion measuring 4.054 acres out of 6.634 acres), 3034 (portion measuring 5.697 acres out of 6.517 acres) and entire L.R. Dag Nos.3035 (1.538 acres), 3033/4099 (0.755 acre) and 3033/4100 (0.960 acre) recorded in L.R. Khaitan No. 12284 in Mouza-Konnagar lying situate and comprised in a portion of Municipal Holding No. 61 Lal Bahadur Sastri Road, within Ward No. 10 (formerly Ward No. 15) of the Konnagar Municipality under Additional District Sub-Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal morefully described in **PART-I of Schedule A** (hereinafter referred to as "the **Whole Complex Land**"). The particulars of the sale deed/s whereby the Owners purchased, inter alia, the Whole Complex Land and other facts of devolution of title in respect of the Project Land is mentioned in **Part-IX of Schedule A** hereto.
- A1. The Promoter is the developer appointed by the Owners in respect of development of the Whole Complex Land under Development Agreement dated 13<sup>th</sup> September 2019 as supplemented by Agreement dated \_\_\_\_\_ (hereinafter referred to as "the **Development Agreement**") particulars whereof is mentioned in **Part- IX of the Schedule A**.
- A2. The Confirming Party is a buyer of 7.5% undivided share in the Project Land as defined below under an Agreement dated \_\_\_\_\_ (hereinafter referred to as "**CP Agreement**") and is entitled, inter alia, to a share in the Realizations from the Project in the manner and on the terms and conditions contained in the CP Agreement.
- B. The Whole Complex Land is now earmarked for the purpose of building partly residential, partly commercial and partly mixed use project comprising multistoried buildings of which the second phase shall comprise of \_\_\_\_\_ multistoried apartment buildings numbered Blocks \_\_\_\_\_ (hereinafter collectively referred to as "the **Buildings**") and the clubhouse all lying on demarcated portions of the Whole Complex Land described in Part-II of Schedule A hereto ("**Project Land**") as per plans sanctioned by the Konnagar Municipality vide plan No. \_\_\_\_\_ dated 31/08/2023 and revised on \_\_\_\_\_) (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications,

integrations, revalidations and revisions made thereto) (the Project Land with the buildings to be constructed thereon is hereinafter referred to as "the **Project**". The said entire project shall be known as **Urban Lakes ("Whole Complex")**).

- B1. The development on the Whole Complex Land has been divided into multiple phases. The first phase comprising of Blocks 1, 2, 3 and 4 and the clubhouse main building and is being constructed on an identified portions of the Whole Complex Land. The first phase has been registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on 20<sup>th</sup> March 2020 under registration no. HIRA/P/HOO/2020/000906 (hereinafter referred to as "the **First Phase**") and the phasewise attributable land for the First Phase as envisaged in the Schedule to the agreements for sale of units in First Phase has been identified to be 5.67 acres or 343 Cottahs 10 Chittacks 15 Square feet (more or less) or 22,961.53 square meters (hereinafter referred to as "the **First Phase Land**") out of the Whole Complex Land as also submitted by the Promoter with the said registration with WB HIRA.
- B2. The second phase comprises of \_\_\_\_ building blocks numbered as "\_\_\_\_" and "\_\_\_\_" described in **Part-III of Schedule A** hereto (hereinafter referred to as "the **Buildings**") to be constructed on identified portions of the Whole Complex Land and has been named "\_\_\_\_\_" (hereinafter referred to as "**Second Phase**" or "**Project**") and the phase wise attributable land for the project is \_\_\_\_\_square meters more or less as described in **Part-II of Schedule A** hereto (hereinafter referred to as "**Project Land**").
- B3. The Promoter may in future and from time to time decide whether to develop further or other buildings of residential or commercial or mixed in nature in one or more additional phases on the remaining portion of Whole Complex Land described in **Part-IIIA of Schedule A** hereto (hereinafter referred to as "**Future Phases**"). Further and fuller details with regard to the Future Phases are morefully mentioned in clause H below.
- B4. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project have been completed.
- C. Notice of commencement under the Municipal Rules was submitted vide letter dated \_\_\_\_\_by the Promoter intimating the date of commencement as \_\_\_\_\_.
- D. The Promoter has obtained the said sanctioned plans as aforesaid and finalized the specifications for construction of the Project and obtained other necessary approvals, if any, for the Project. The Promoter has, under the said Development Agreement, exclusive rights to sell or otherwise Transfer the entire Units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof. Out of the total amounts payable by the Transferees, the amount receivable by the Owners towards consideration for sale of proportionate share in land are to be paid to them in terms of the Development Agreement. The Promoter agrees and undertakes that except as contained in clause H and elsewhere in this agreement, it shall not make any changes to the layout plans insofar as the same relates to the Building containing the Unit being the subject matter hereof except in strict compliance with section 14 of the Real Estate

(Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**") and/or other laws as applicable;

- E. The Promoter has registered the Project i.e. Second Phase under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide \_\_\_\_\_ dated \_\_\_\_\_.
- F. The Allottee applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted in the Block \_\_\_\_ (hereinafter referred to as "the **Designated Block**") one apartment being Unit No.\_\_\_\_ having carpet area of \_\_\_\_\_, on a portion on the \_\_\_\_ floor thereof (hereinafter referred to as "the **Unit**") along with Parking Facility for \_\_ motor car to be used by the Allottee as permissible under the applicable laws (hereinafter referred to as "**Parking Facility**"), Together With pro rata share in the common areas as mentioned in **PART-VI** of **SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). (The Unit, the Parking Facility, if any and the pro rata share of the Common Areas are hereinafter collectively referred to as the "**Designated Apartment**" and the Unit and Parking Facility are more particularly described in **PART-IV** and **PART-V** respectively of **SCHEDULE A** hereto and the floor plan of the Unit is annexed hereto and marked as **Schedule B**). Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the land in Project Land described in **Part-II** of **Schedule A** hereto and pro rata share to be conveyed shall be of the land comprised in the plinth of the Building in which the Unit be situated.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. Additional disclosures made/details provided by the Promoter to the Allottee:
- a. The Promoter has, amongst other rights, the rights of development, transfer and administration in respect of the Whole Complex Land and the project on the First Phase has been registered as a project under the then prevalent Real Estate Laws and is being constructed and the second phase is the Project under this agreement.
  - b. The Allottee shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter in respect of the Project, the First Phase and Future Phases or any one or more of them.
  - c. The building plans already sanctioned mention that the land area of the Whole Property is 59018.90 square meter or 14.58389 acre and out of which the gifted area to Konnagar Municipality is 5382.319 square meter plus 1015.991 square meter totaling to 6398.31 metre equivalent to 1.58105 acre with a net land area of 52620.590 square meter equivalent to 13.00284 acre being the Whole Complex Land. Such building plan also mentions the First Phase to be Phase-I and the sanction taken there was for only a part of the total FAR sanctionable in respect of the First Phase Land. Only about 0.638 FAR has been consumed out of 2.250 FAR available for the First Phase Land. The unused FAR is partly being utilized by the Promoter. The unutilized FAR in respect of the First Phase and if additional FAR is available on account of Green Building or otherwise, may be utilized by the Promoter at Second Phase (by way of any modification of the said Plans) and/or at any Future Phases, at its sole discretion. New or modified plans are also likely to be sanctioned for the Future Phases. The Purchaser consents to the sanctioning

of such plans for utilizing the unutilized and/or additional FAR by the Promoter at any time in future by way of modification of the existing building plan and/or new plans. Upon the Promoter developing further buildings in one or more phases there can be sharing of certain common amenities and facilities between the First Phase, the Project and the Future Phases amongst the co-owners of the First Phase, the Project and the developed Future Phases in such manner as the Promoter may plan and decide. If the Promoter decides not to develop any part of the Future Phases, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the Whole Complex and the Owners and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper with or without the benefit of unutilized FAR of First Phase Land, Project Land and/or otherwise as available. The Future Phases as may be and if developed by the Promoter at its absolute discretion shall be separately registered under the Act at a later stage as a separate project.

- d. As stated in the last preceding sub-clause, the Promoter has utilized part of the unutilized and/or additional sanctionable constructed areas (F.A.R.) in respect of the First Phase Land in respect of portion of the Project. A total of \_\_\_ FAR has so far been utilized in the Project as against the available 2.25. The Promoter shall further be entitled at any time hereafter to utilize the balance FAR and/or any additional FAR (due to change of laws or rules and/or advantages on account of Green Building or Metro Corridor or otherwise) as may be sanctionable in respect of the Project Land and/or First Phase Land and/or the Future Phases within the First Phase and/or the Second Phase and/or the Future Phases as the Promoter may deem fit and proper and such utilization may be by way of construction of additional floors or storeys on the buildings or any new blocks thereof at the First Phase, the Second Phase and/or the Future Phases at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
- e. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.
- f. The Promoter shall be entitled to add or convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Konnagar Municipality in respect thereof.
- g. The common areas and amenities as stated in **Section III** of **Part-VI** of the **Schedule A** hereto shall be for common use among the owners and occupiers of project in First Phase (except those specific to individual buildings therein) and those in the Project (except those specific to individual buildings in the Project) and may also be made for common use by owners and occupiers of projects in the Future Phases in the manner and to the extent specified by the Promoter and such use shall in any event be in common with the Owners and the Promoter and persons permitted by them. The multi facility club for the common use of owners and occupiers of all the First Phase and the Project as mentioned in **Part-VII** of

**Schedule A ("Club Facility")** shall also be for common use among the owners and occupiers of project in First Phase and the Project in common with the Owners and the Promoter and persons permitted by them and may also be for common use by owners and occupiers of projects in the Future Phases in the manner and to the extent specified by the Promoter. In case of development of the Future Phases, the Club Facility may be expanded by such additional or further facility as the Promoter may specify and if so expanded, the same shall form integral part of the Club Facility. The construction in respect of the portion of the Club Facility in the First Phase has already been undertaken. Further the Promoter may continue the same Association as may be formed for the First Phase, as Association for the Project and the Future Phases. However, if due to requirements of law or any other reason deemed fit by the Promoter, separate associations are formed for the First Phase, the Project and/or Future Phases then the common areas shall be under control of the Federation of such associations.

- h. The Allottee is aware that the Project/ Whole Complex is pre-certified with gold rating by Indian Green Building Council (IGBC).
- i. The Allottee shall remain bound to abide by the practices, norms, guidelines for Green Homes, both within the Whole Complex as well as the said Unit, as may be prescribed by the authorities for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Whole Complex. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board / IGBC in relation to the operation and maintenance (O & M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project/ Whole complex are duly and regularly observed, fulfilled and abided by the Allottee and the Association.
- j. The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the pollution control/environment authorities for the purpose of receiving the grant of consent/approval from such authorities.
- k. The other disclosures, details and additional terms are mentioned at several places in the Agreement including but not limited to clause 11 and its sub-clauses hereto and in the Schedules hereto and are agreed between the Parties hereto.
- l. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee further upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the disclosures, details and additional/connected terms.

- m. The Confirming Party concurs and confirms the transaction envisaged under this Agreement.
- I. 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.
- J. 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.
- K. 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 Designated Apartment as specified in clause H above.

**II. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE** as follows: -

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Designated Apartment as specified in clause H above.
- 1.2 The total price (excluding Goods & Service Tax) for the Designated Apartment based on the carpet area of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) hereinafter referred to as "the **Unit Price**". In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and the Taxes (which all along with the Unit Price all hereinafter collectively referred to as "**Total Price**"). The break-up and description of the Total Price is as follows:-

Sl. No.	Block No.____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Unit No. ____ Type standard Floor _____	Rs. _____/-
	Exclusive balcony or verandah	Included in Total Price above
	Exclusive Open Terrace	Not Applicable /Included in the total price
	Parking -1(_____)	No Separate Charges/ Not Applicable
	Parking – 2	No Separate Charges/ Not Applicable
a)	Total Unit Price (in rupees) without Taxes	_____/-
b)	Other Costs	



	b1) Extras (as per clause 11.3.1 without Taxes)	_____/-
	b2) Other Extras	(As per clause 11.3.2)
c)	Deposits (as per clause 11.2)	Rs. _____
d)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates currently being ____% on Unit Price and 18% on Other Costs)	Rs.____ on Unit Price; Rs.____ on Extras as per Sl.No. (b1) above
e)	Total of Unit Price and Other Costs and Deposits as mentioned in Sl. No. b1 and c but not including the amounts under Sl. No. b2 above	
f)	Total Price as per Sl. No. (e) and Taxes as per Sl. No. (d).	Rs. _____/-

*Explanation:*

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter in respect of the Designated Apartment and the Promoter shall receive such Total Price. The Promoter shall utilize the same in terms of the Development Agreement and CP Agreement.
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Unit to the Allottee or the date of execution of the Sale Deed in favour of the Allottee.  
Provided that in case there is any change or modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change or modification.
- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment of such amount within 30 days of the said written intimation. 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 the dates from which such taxes have been imposed upon the Allottee or have come into effect.
- (iv) The Total Price of the Designated Apartment includes the pro rata share in the Common Areas and the Parking Facility, if any, allotted to the Allottee and as provided in the Agreement.
- (v) The Total Price does not include those Other Costs whose figures have not been finalized yet including those mentioned in Clause 11.3.2 hereto and the same together with Taxes thereon shall be additionally payable by the Allottee. Although forming a component of the expression 'Total Price', the Other Costs are additional costs agreed to be paid by the Allottee and the Deposits are transferable to the Maintenance In-charge to the credit of the Allottee after adjustment of dues as stated in clause 11.2.1 hereto.

- 1.3 The Total Price is escalation-free, save and except those increases which the Allottee hereby agrees to pay or which are due to an increase on account of development charges payable to the competent authority and/or any new Taxes or other increase in charges which may be levied or imposed by the competent authority/ies from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in the development charges, and/or other taxes, costs and charges imposed by the competent authorities, the Promoter shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payments as per the plan set out in **PART-II of Schedule C** (hereinafter referred to as the "**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for the early payments of installments made by the Allottee by discounting such early payments at such rate as be mutually agreed between the parties in respect of the respective installments have been preponed. The provision, if any agreed to for allowing rebate and the rate of such rebate shall not be subject to any revision/withdrawal once granted by the Promoter to the Allottee.
- 1.6 Except as disclosed to the Allottee in this Agreement (including in clause H recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein whereby the Unit may be affected without the prior consent in writing of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, make such minor additions or alterations as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Designated Block is complete and occupancy certificate has been 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 may be recalculated if the carpet area mentioned herein varies as per confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.
- 1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees to and acknowledges that the right of the Allottee to the Designated Apartment shall be in the following manner:
- (i) The Allottee shall have exclusive ownership of the Unit.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as a member of the Association. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owners, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or

hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall hand over the common areas (save the Club Facility to be handed over in terms of clause 11.10 and its sub-clauses below) to the association of allottees after duly obtaining the occupancy certificate from the competent authority as provided in the Act.

- (iii) The computation of the price of the Designated Apartment includes recovery of the price of the appertaining land, the construction of not only the Designated Apartment but also proportionately the Common Areas, the internal development charges as per agreed specifications, the external development charges as per agreed specifications, the costs of providing electric wiring, fire detection and firefighting equipment in the Common Areas (if applicable) and includes the cost for providing initial infrastructure necessary for the facilities, amenities and specifications in the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent Project and except sharing of several common areas as mentioned in **Section III of Part VI of Schedule A** between the Project and the First Phase and Future Phase (if developed), the Project 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 without affecting the future right and possibility of integration of infrastructure for the benefit of the Allottee. It is clarified that facilities and amenities as mentioned in **Section-III of PART-VI of SCHEDULE A** hereto shall be available for the use and enjoyment of the allottees of the Project and of the First Phase in common with the Owners and the Promoter and persons permitted by them and also if so decided by the Promoter, by the allottees of the Future Phases. The Project is in the second phase of the Whole Complex and the disclosures made above shall apply as regards the sharing of facilities and interdependence on several aspects between the Project, the First Phase and the Future Phases (as from time to time developed) of the Whole Complex. It is clarified that in case the Future Phases is developed by the Promoter then and in that event, the Promoter may at its sole discretion allow the common use by the co-owners of the Project and the Future Phases of such Common Amenities and Facilities in the Project and Future Phases, as the Promoter may in its absolute discretion think fit and proper.

1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project and the First Phase and the Future Phases shall not form a part of the declaration/s to be filed from time to time with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11 The Promoter agrees to pay all outgoings which it has collected from the Allottee before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee for the payment of such outgoings (including land revenue, municipal or other local taxes, charges for water or electricity, maintenance charges) and shall also refund the mortgage loan (taken by the Promoter from SBI SMA Exim Branch.) and interest on mortgages or other encumbrances and any other liabilities if payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest as may be taken by the Promoter thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoings and penal charges, if any,

to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12 The Allottee has paid a sum of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) as booking amount plus further earnest money and/or in part payment towards the total price of the Designated Apartment until the time of Agreement, the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Designated Apartment as detailed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in the payment of any amount payable by him, he shall be liable to pay interest at the rate specified in the Rules.

## 2 **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), 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/bankers cheque or online payment (as applicable)] in favour of "**SUGAM DIAMOND PROJECTS LLP**" payable at Kolkata. In case any payment is made by the Allottee to the Promoter through RTGS/NEFT or any other online mode, the Allottee shall forthwith intimate to the Promoter in writing about the payment so made with proof of such payment. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.2 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- 2.3 The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding. The Promoter or the Owners or the Confirming Party shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 2.4 The Promoter has been empowered and authorized under its Development Agreement and CP Agreement with the Owners and Confirming Party to receive all amounts from the Allottee. The Promoter, the Owners and the Confirming Party shall apportion their respective entitlements in accordance with the terms of the Development Agreement and CP Agreement or as they may mutually agree and the Allottee shall have no concern therewith and shall not be liable therefor. Further, the Promoter has also been empowered and authorized under the Development Agreement and CP Agreement to receive the entire Other Costs and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

2.5 In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

### 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter and the Owners 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/agreement of the Unit and Parking Facility, if any, 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

### 5 **TIME IS OF ESSENCE**

Time is of essence to the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Part-II of Schedule C ("Payment Plan")**.

### 6 **CONSTRUCTION OF THE PROJECT / DESIGNATED APARTMENT:**

The Allottee has seen the specifications of the Unit and accepted the sanctioned plans, payment plan, unit plans [annexed along with this Agreement] which has been or is based out of the plans approved by the competent authority, as represented by the Promoter. The Allottee has also seen the Common Areas and Installations so far constructed and to remain common between the owners and occupiers of the Project, the First Phase and the Future Phases. The Allottee has also understood that the building in which the Unit is situated forms part of the second phase of development. The Promoter shall develop the Project in accordance with the said sanctioned plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and provisions prescribed by the applicable Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than those as elsewhere provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7 **POSSESSION OF THE DESIGNATED APARTMENT:**

### 7.1 **Schedule for possession of the Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Unit within \_\_\_\_\_ (subject to necessary Consent to Establish or other necessary approvals being granted by the Pollution Control/Environment authorities within 3 (three) months from the date of execution hereof failing which the period shall be extended by the period beyond such three months taken for the said Consent to Establish), with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency 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 or delay in grant of consent/approval by pollution control/environment authorities as aforesaid, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment/agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, 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.

### 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer by a notice in writing (hereinafter referred to as "**Notice of Possession**") the possession of the Unit, to the Allottee in terms of this Agreement and the Allottee shall take possession of the Unit within **30 (thirty) days** from the date of issue of such notice or if two months from the date of issuance of Occupancy Certificate falls beyond such 30 days then within two months from the date of issuance of Occupancy Certificate, from the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer

possession of the Unit within 30 days of receiving the occupancy certificate of the Project/Building containing the Unit.

7.3 **Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Unit and the Parking Facility, if any, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Designated Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount or 10% of the Total Price, whichever be higher. The balance amount of money (if any) 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, within 45 days of such cancellation or out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 **Compensation** – The Promoter shall compensate the Allottee in case any loss is 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 in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

**REPRESENTATIONS AND WARRANTIES MADE BY THE PROMOTER, THE OWNER AND THE AGREEMENT HOLDER:**

The Owners, the Promoter and the Confirming Party hereby respectively represent and warrants to the Allottee as follows:

- (i) That the Owners have clear, absolute and marketable title with respect to the Project Land and that the Promoter has the requisite rights to carry out development upon the Project Land and that the Owners have absolute, actual, physical and legal possession of the Project Land with the Promoter having license to carry out the Project thereon and that the Confirming Party has beneficial right to acquire the share as mentioned in the CP Agreement;
- (ii) That the Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;
- (iii) That there are no encumbrances upon the Designated Apartment and appertaining share in Common Areas except that the Promoter has taken construction finance from SBI SMA Exim Branch for construction of the Project (hereinafter referred to as the "**Financial Arrangement**") which expression shall include any addition variation or modification of the loan so sanctioned and/or paid to the Promoter by the said Bank or any other bank or financial institution) by mortgaging, inter-alia, the Project Land and the constructions thereat;
- (iv) That there are no litigations pending before any Court of law with respect to the Project Land, the Project or the Designated Apartment;
- (v) That all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Owners and/or Promoter have been and shall, at all times, be in compliance with all applicable laws in relation to the Project, the Project Land, the Designated Block, the Designated Apartment and the Common Areas;
- (vi) That the Promoter has the right to enter into this Agreement and has not performed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) Save the CP Agreement, the Owners or the Promoter or the Agreement Holder have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) and/or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the Designated Apartment which can, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) That the Owners, the Promoter and the Confirming Party all confirm that they are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated under this Agreement;
- (ix) That at the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and the Parking Facility, if any, to the Allottee and of the Common Areas to the Association of allottees save those already handed over to the Association of the First Phase;
- (x) That the Project Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and that no minor has any right, title and claim over the Project Land;
- (xi) That the Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the issuance of the Occupancy Certificate.
- (xii) That no notice from the Government or any other local body or authority or any order/notification (including any notice for acquisition or requisition of the Project



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

- (xiii) That the Project Land is not Waqf property.
- (xiv) That the Confirming Party has joined in this agreement to concur and confirm the same and, although not necessary party, also agree to join in the Sale Deed/s to be executed in pursuance hereof if so decided by the Promoter. The Confirming Party agrees that all acts of the Promoter shall bind the Confirming Party and the Confirming Party shall not have any independent right or privity with the Allottee nor to interfere or impede with the progress of the transaction under this agreement or with the acts of the Promoter and/or the Allottee in pursuance hereof, in any manner whatsoever. Furthermore, in case the transaction in favour of the Confirming Party as contemplated in the CP Agreement is completed, the Confirming Party shall ipso facto be added as one of the Owners alongwith the Owners hereto having same rights and obligations as that of the Owners hereto.

## 9 **EVENTS CONSTITUTING A 'DEFAULT' AND CONSEQUENCES THEREOF:**

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

- (i) Where the Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, the expression 'ready to move in possession' means that the Unit is in a habitable condition and is complete in all respects as per the specifications prescribed herein And Occupancy certificate issued in this respect shall be conclusive proof of the same;
- (ii) Where the Promoter's business as a developer is discontinued on account of suspension or revocation of its registration under the provisions of the Act or under the rules or regulations made thereunder.

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

- (i) Stop making further payments linked to the construction milestones to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only after that will the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;
- (ii) Terminate the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Designated Apartment along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the notice for termination. Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter interest at the rate specified in the Rules for every month of delay till the handing over of possession of the Designated Apartment.

9.3 The Allottee shall be considered to be under Default on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued

notice in that regard. In such a scenario, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and rules framed in accordance therewith from the date of issue of such demand notice or 15% per annum if not so specified or held inapplicable.

9.4 In case the Allottee fails to register the Sale Deed or comply with any other condition mentioned in this Agreement despite having received a 30 (thirty) days prior notice in writing from the Promoter in respect thereof, or in case any Default under the condition listed above continues for a period beyond two consecutive months after receiving notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this Agreement or 10% of the Total Price, whichever be higher, and the interest liabilities of the Allottee; with an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated. Such refund to the Allottee by the Promoter shall be made within 45 days of such cancellation or out of the amounts received by the Promoter against the sale of the Designated Apartment to any other interested person. Notwithstanding any provisions to the contrary, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 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 for claiming damages for any default committed by the other Party.

#### 10 **CONVEYANCE OF THE DESIGNATED APARTMENT:**

10.1 The Owners and the Promoter, on receipt of the entire amount of the Total Price and other charges in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a Sale Deed to convey the title of the Unit together with the Parking Facility, if any, and the Owners shall join in the Deed to concur confirm and assure such sale and convey the proportionate indivisible share in the Common Areas within 2 (two) months from the date of issuance of the occupancy certificate.

10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges or all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and till payment of stamp duty and registration charges is made by the Allottee to the Promoter and on such default, the Allottee shall also be deemed to be under Default under Clause 7.3 and Clause 9.3 hereto. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

#### 11 **MAINTENANCE OF THE SAID BUILDING / DESIGNATED APARTMENT / PROJECT:**

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall

be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

11.2 **Deposits:** The Allottee shall also pay and deposit and keep deposited the amounts on the following heads ("**Deposits**"):

(a) The Allottee shall pay to the Promoter a non refundable sum of Rs. \_\_\_\_\_.00 towards provisional Maintenance Corpus/Sinking Fund.

(b) The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. \_\_\_\_\_.00, equivalent to 12 months' maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for twelve months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-twelfth of such advance maintenance deposit.

11.2.1 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Maintenance In-charge by the Promoter.

11.2.2 The payment of all Deposits shall be made by the Allottee to the Promoter within \_\_\_\_ (\_\_\_\_) days from the date of receiving the intimation from the Promoter to take possession of the said Unit in terms of Clause 7.2 hereto.

11.3 **Other Costs :** As part of the Total Price but in addition to the Unit Price, Taxes and Deposits, the Allottee shall also pay to the Promoter the following amounts ("**Other Costs**"):

**11.3.1 Extras:**

(i) Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. \_\_\_\_\_.00

(ii) Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the said Unit during WBSEDCL power failure, being the lump-sum of Rs. \_\_\_\_\_.00

(iii) One time Club membership Charges amounting to Rs. \_\_\_\_\_.00

(iv) Documentation charges being a sum of Rs. \_\_\_\_\_.00 out of which 50% shall be paid simultaneously with the execution of the Agreement for sale and the balance on or before the date of conveyance

**11.3.2 Other Extras:**

(i) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid

proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.

- (ii) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- (iii) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (iv) Security Deposit and other expenses as may be required by the WBSEDCL or any other electricity provider for individual meter in respect of the Designated Apartment directly with the WBSEDCL or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (v) Stamp Duty and Registration Charges and all other applicable charges in respect of this Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- (vi) Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds, which shall be paid by the Allottee to the Promoter.
- (vii) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (viii) Proportionate costs of formation of Association and handover to Association.

**11.3.3** It is clarified that the amounts mentioned in clauses 11.3.1 and 11.3.2 shall be payable by the Allottee additionally as per demands made by the Promoter upon the Allottee and within 15 days of receiving such demand.

**11.4** None of the amounts of Other Costs and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.

**11.5** In case due to any reason, the rate of interest as specified in the Rules cannot be applied then the interest shall be payable @15% per annum.

## **11.6 Maintenance In-charge:**

**11.6.1 Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 by the allottees of the apartments in the Project and the same may be by way of membership in the Association of the allottees in First Phase or in case required by law or decided by the Promoter a separate Association for the Project may be formed with a Federation between the associations of the First Phase, the Project and Future Phases (if developed). The Association (including Federation) so applicable to the allottee is hereinafter referred to as the "**Association**". The Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Allottee agrees to do all acts, deeds and things as may be

required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.

**11.6.2 Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (hereinafter referred to as the "**Maintenance Agency**") to look after the acts relating to the purposes of managing, maintaining, upkeep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-Owner and the collection and disbursement of the Common Expenses and dealing with matters of common interest to the Co-Owner 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 ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

**11.6.3 Maintenance In-charge:** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge. ("**Maintenance In-charge**").

**11.7 Common Areas Related:**

**11.7.1** The Designated Block containing the Unit shall contain certain Common Areas as specified in **SECTION I** of **PART-VI** of the **SCHEDULE A** hereto and which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Designated Block and other persons permitted by the Promoter.

**11.7.2** The Project shall contain certain Common Areas as specified in **SECTION II** of **PART-VI** of the **SCHEDULE A** hereto which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in a part of **SECTION III** of **PART-VI** of the **SCHEDULE A** hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and the First Phase and also if so decided by the Promoter with the co-owners of Future Phases (or part thereof as permitted by the Promoter).

**11.7.3** The Whole Complex may contain certain additional joint common areas which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including the Future Phases and other persons permitted by the Promoter and the same shall be identified by the Promoter from time to time at the time of construction of the Future Phases.

**11.7.4** Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner (s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

**11.7.5** Upon construction of the Buildings the Promoter shall identify and demarcate portions to comprise in the common amenities and facilities in the Project/ Whole Complex including the driveway, pathway and passage, services and installations for common

use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

**11.7.6** The Owners/Promoter shall convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise require 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 hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution of the Sale Deed in respect of the said Unit in favour of the Allottee, then the transfer of share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate Ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs required in order to implement such transactions shall be borne and paid by the Allottee.

**11.8 Unit Related:**

**11.8.1 Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Konnagar Municipality, 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 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 Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Allottee shall put the airconditioning outdoor units only at the place specifically identified and specified therefor and shall not cut walls or grills to put any outdoor unit. The wires, pipelines and connections for airconditioning inside the Unit shall be maintained by the Allottee in a proper, well maintained and repaired manner. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity. The Allottee shall not make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default, the Allottee shall, without prejudice to any other consequences, prosecutions and liabilities under law, be liable to pay to the Promoter and/or the Association as per demands made from time to time, the costs, charges and expenses for evaluating, attempting to repair and repairing such damage plus predetermined compensation equivalent to 50% (fifty Percent) of such costs, charges and expenses. In addition, such Allottee may also be liable to be prosecuted in accordance with law and shall also be liable for all losses damages costs claims damages etc., if any, suffered by the Promoter and/or the Owners and/or other Allottees / Unit Holders and shall fully indemnify them and each of them.

**11.8.2 Transfers by Allottee:** The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment 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 Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the

nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risks and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs \_\_\_\_\_/- and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter or the Confirming Party shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or the Confirming Party or to which the Owners or the Promoter or the Confirming Party are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and/or the Confirming Party and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

### **11.8.3 Area Calculations:**

- (i) **Carpet Area:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such 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 Unit.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- (iv) **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
- (vi) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.

Be it expressly mentioned that the super built-up area of the Apartment, nomenclature of parking facility as garage, the area and value of the garage, if any, mentioned in the

e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Allottee shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.

- (vii) It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

**11.9 Housing Loan by Allottee:** In case the Allottee, with the prior consent in writing 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 alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event shall the Promoter 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. Any consent given by the Promoter in respect of any such housing loan or finance shall not affect the obligations and liabilities of the Allottee hereunder nor the rights and authorities of the Promoter including to cancel or terminate this agreement owing to any delay or default of the Allottee and upon forfeiture of stipulated amounts and adjustment of its dues to pay the balance to the financier of the Allottee in due discharge of the Designated Apartment.

**11.10 Club Related:**

**11.10.1 Users:** The Allottee shall have the right to use Club Facility (morefully defined in **Part-VII** of **Schedule A** hereto) in the Project in common with the Owners, the Promoter and other Co-Owners of the Project, the Co-Owners of the First Phase, the Co-owners of the Future Phases and other persons permitted by the Promoter. The Allottee shall be liable to pay the separate monthly maintenance charges as part of Other Charges as prescribed by the Promoter or the Maintenance In-charge for the Club Facility irrespective of the Allottees using the Club Facility or not and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. Further, the Allottee agrees and accepts that the Maintenance In-charge shall be within its rights to impose separate charges from time to time for use of the Community Hall for private functions or ceremonies, if permitted. It is clarified that membership of the Club Facility and all other facilities / amenities available to the Allottees of the units in the First Phase, the Project and also if so decided by the Promoter, the Future Phases or parts thereof. The Club Facility may be used by the Allottee alongwith family members residing at the Unit in common as aforesaid. Such use shall be subject to payment of the separate charges therefor and compliance of applicable rules and regulations for the Club Facility. In case any visitor or guest of the Allottee desires to avail such facilities, the Allottee 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.

**11.10.2 Facilities:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned in the Project in addition to those already contemplated in the First Phase. The conveniences, amenities and facilities of the Club Facility decided by the Promoter shall be final and binding on the Allottee. A list of the



proposed facilities of the Club Facility has been provided **PART-VII** of **Schedule A** hereto. However, notwithstanding anything contained in **PART-VII** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in modifying the details and facilities of the Club Facility at the sole discretion of the Promoter.

**11.10.3 Club Facility Costs and Membership:** All Allottees of the building at the said Project will become members of the Club Facility and the rules thereof shall be framed by the Promoter. The Allottee (and if there are more than one Allottee, then only one of them) shall be given membership of the Club Facility. The subscription charges shall be determined by the Promoter till handover to the Association post which the same shall be determined by the Association. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Club Facility will be formulated in due course and circulated to all the members which they will have to abide including for the proper management and use thereof. In case the unit / apartment is transferred, the membership will automatically stand transferred to the transferee of the unit/ apartment and the transferor will cease to be member of the Club Facility. Further all costs and expenses for and relating to the Club Facility (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project in common with the co-owners of the Whole Complex who are made entitled to the Club Facility.

**11.10.4 Administration of the Club Facility:** The Club Facility will be under the Supervision and Management of the Promoter and the Promoter proposes to have a separate maintenance body for the Club which will co-ordinate with the Maintenance In-charge for the First Phase, the Project and each Future Phase. Unless otherwise decided by the Promoter, the Club Facility although forming part of the Common Areas shall not be handed over to the Association of the Project but shall be handed over in common to the Associations of the First Phase, the Project and Future Phases upon completion of the Future Phases. The Promoter and thereafter the Association of the Co-owners of the First Phase, Future Phases (if developed) and the Associations of co-owners of the Project upon being formed or a Federation of the association shall from time to time be given the responsibilities in respect of the Club Facility at such time in such manner and on such terms and conditions as the Promoter may deem fit and proper.

## **11.11 Overall Project-related:**

**11.11.1 Car Parking Areas:** The Project contains two-wheeler and four-wheeler open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans (hereinafter referred to as the "**Parking Areas**"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Part-VI of the Schedule A 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 Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee 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 nor to disturb the use of the allotted parking space by the concerned allottee. The Allottee shall

not have any Parking Facility until he makes full and final payment of all sums due from him in terms of this Agreement and until the Allottee remains in default in complying with his obligations under this Agreement. The Promoter may allot parking facility in the Project to any allottee of First Phase and/or Future Phases and may allot parking facility in the First Phase and/or Future Phases to any allottee of the Project.

**11.11.2** The cost of management, repair, replacement, maintenance and upkeep including Annual Maintenance Contracts of the Multi level Mechanical Parking System shall be part of the Common Expenses.

**11.11.3 Specifications:** The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-X** of **SCHEDULE A** hereto.

**11.11.4 Non-Obstruction in Project:** The Allottee 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 Project or any part thereof by the Promoter due to any reason whatsoever.

**11.11.5 Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter or the Confirming Party) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

**11.11.6 Construction Finance:** The Promoter has taken construction finance for construction of the Project from SBI SMA Exim Branch. by mortgaging, inter-alia, the Project Land and the constructions thereat **Provided However That** any such mortgage, if it relates to the Designated Apartment, shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of the Sale Deed by the Promoter in favour of the Allottee in terms hereof.

**11.11.7 Architect & engineers:** Unless changed by the Promoter, Messrs. SHELTER of 105 Park Street, Kolkata – 700 016 shall be the Architect for the Project and Messrs. RICARDO BOFILL Taller De Arquitectura at 2/5 Sevak Baidya Street, Kolkata – 700029 is the principal consultant

**11.11.8 Advocates:** Unless changed by the Promoter, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.

**11.11.9 Name of the Project:** The Project shall bear the name "**Urban Lakes – Phase II**" or such other name as be decided by the Promoter from time to time. The Blocks shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project and the Whole Complex cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

**11.11.10 Future Expansion Related:**

- (i) The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and 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 including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper.

- (ii) The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-VI** and/or **Part-VII** of **Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

**11.12 HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as well as the House Rules below ("**House Rules**") which the Allottee shall be obliged and responsible to comply with strictly: -

**11.12.1** to use the 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 Designated Apartment or any activity which may cause nuisance or annoyance to the Co-Owner.

**11.12.2** that unless the right of parking is expressly granted and mentioned in **Part-V** of the **Schedule A** hereinabove written ("**Parking Facility**"), the Allottee shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Allottee in deviation or violation of this clause and/or the applicable conditions for Parking Facility

**11.12.3** In case the Allottee has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -

- a. The Allottee shall pay the Parking Facility Maintenance Charges, if any, punctually and without any delay or default
- b. the Allottee shall not park any motor car or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever;
- c. the Allottee shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility.
- d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- e. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- f. The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only

exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

- g. This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.
- h. In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owners and/or the Confirming Party liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners and/or the Confirming Party.
- i. 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.
- j. In case the Allottee is provided facility of parking which is inter-dependent with any other Parking Facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.
- k. In case the Allottee is provided facility of parking in the Multi level Mechanical Parking System , the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the Multi level Mechanical Parking System by the allottee Unit Holders shall be dependant on each other and shall be subject to force majeure and interruptions, inconveniences, malfunctions and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be held responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi level Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

**11.12.4** In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever

**11.12.5** In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-

- a. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
- b. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- c. not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;

- d. 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.
- e. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
- f. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
- g. not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- h. not to sub-divide the Open Terrace in any manner.

**11.12.6** The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee 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 shall not hold the Owners or the Promoter or the Confirming Party liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Club Facility by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Club Facility.

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

**11.12.8** Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Club Facility mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

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

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

**11.12.11** Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment

or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other 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 Designated Block or any part thereof.

- 11.12.12** Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 11.12.13** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.12.14** Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land or the Whole Complex Land save the battery-operated inverter inside the Designated Apartment.
- 11.12.15** 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
- 11.12.16** Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.12.17** 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.
- 11.12.18** To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block 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 Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- 11.12.19** To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land and the Whole Complex Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.12.20** To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 11.12.21** To keep the Designated Apartment 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 condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 11.12.22** 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 Designated Block or may cause any increase in the premia payable in respect thereof.
- 11.12.23** Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Owners, the Promoter or to the other co-owner of the Designated Block.

The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or the Whole Complex Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.

**11.12.24** To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.

**11.12.25** Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.

**11.12.26** To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and the Whole Complex Land and other Common Purposes.

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

**11.12.28** To use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.

**11.12.29** To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) 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, Konnagar Municipality, 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 Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.

**11.12.30** Not to alter the outer elevation or façade or colour scheme of the Designated Block (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 hereinbelow nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block 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.

**11.12.31** Not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter for installation of the same.

**11.12.32** Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects and upon such approval, may install such grill at their own costs and expenses.

**11.12.33** Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

**11.12.34** Not to use the Unit and the Parking Facility, if any 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-owner.

**11.12.35** Not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Agreement.

**11.12.36** Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.

**11.12.37** The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

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

- (i) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land and/or the Whole Complex Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on in respect of the Designated Apartment and/or any component thereof and/or the Building and/or the Project Land and/or the Whole Complex and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building and/or the Project Land and/or the Whole Complex Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Unit(including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment or any part thereof 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 Designated Apartment, wholly and if in common with the other Co-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VIII** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. \_\_\_\_ (Rupees \_\_\_\_\_) only per Square foot per month of



the Unit Area for CAM. 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 all costs, charges and expenses for management, maintenance, administration, repair, replacement, painting, upgradation etc., of the Club Facility as made applicable by the Maintenance In-charge of the Club Facility from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge of the Club Facility, separate monthly club facility charges calculated @ Rs.\_\_\_\_\_ (Rupee \_\_\_\_\_) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by such Maintenance In-charge at its sole and absolute discretion after taking into consideration the facilities.
- (vii) Parking Facility Maintenance Charges amounting to Rs. \_\_\_\_\_/- per annum per Parking Facility, if any.
- (viii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (ix) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per the prevalent rates.
- (x) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

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

**11.13.2** The maintenance charges do not include any payment or contribution towards the Club Facility payable by the Allottee as per stipulations made elsewhere in this agreement therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be claimed as a ground for the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

- 11.13.3** The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.13.4** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Club Facility shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.13.5** It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee.
- 11.13.6** The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter, the Confirming Party and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter and the Confirming Party against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter and/or the Confirming Party as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 11.14** **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the expiry or \_\_\_days of issuance of such Notice of Possession or date of expiry of the time stipulated in such Notice, whichever be earlier, as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @ Rs. \_\_\_/- (Rupees \_\_\_\_\_) only (plus applicable GST) per Square foot per month of the built-up area in respect of the Designated Apartment towards withholding charges. This shall be without prejudice to the other rights

remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.

**11.15 Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 (five) years from the date of the Occupancy Certificate

**11.16** Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VIII of SCHEDULE A** hereto.

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

**11.17.1** The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, Main entrance of the Whole Complex common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Sugam", "Diamond", etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark ""Sugam", "Diamond", etc., in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

- 11.17.2** The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or spaces surrounding the same including but not limited to their respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/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 belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.
- 11.17.3** The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

## **12 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or from misuse/negligent use, unauthorized modifications, accidents by the Allottee or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or owing to failure to maintain the equipments/amenities in the Whole Complex by the Allottee or any other allottees or Association of allottees or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The Allottee has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature and which do not amount to structural defects and hence cannot

be attributed to either bad workmanship or structural defect. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

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

**14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance In-charge/maintenance agency/association of allottees shall have rights of unrestricted access to all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated 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 or for inspection and requiring the Allottee to remedy any want of repair.

**15. USAGE:**

**Use of Basement (if any) and Service Areas:** The basements (s), if any, and service areas, if any, located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements, if any, in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE DESIGNATED APARTMENT:**

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit or the Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Designated Apartment and keep the Designated 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, Buildings or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible

goods in the Designated 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 Designated Apartment.

- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:**

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

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except as provided for elsewhere in this Agreement and/or in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

- 19.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

- 19.2 However, the Promoter shall be entitled to securitize the Total Price and/or other amounts payable by the Allottee 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 sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter is in compliance with the various laws/regulations as applicable in the State of West Bengal to the extent applicable.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 registering authority 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 registering authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 02(two) months from the date of its receipt by the Allottee, the allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after forfeiture of a sum of equivalent to 10% of the Total Price) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever. The taxes and stamp duty, registration charges and documentation charges incurred or payable by the Allottee shall not be refundable to the Allottee and the same shall be the costs of the Allottee for which no claim shall be made against the Promoter by the Allottee.

**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, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

**23. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed to by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project and/or projects on future phase lands, if any, shall be equally applicable to and enforceable against any subsequent allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed to by the Allottee that the exercise of such discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or be binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**26. SEVERABILITY:**

If any provision of this Agreement is 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 unless the same are capable of being agreed upon by the Parties and/or consented to by the Allottee 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 the 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 the other allottee(s) in the Project, the same shall be equal to 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:**

The Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in addition 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 Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/Additional Registrar/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 and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below:

Name of Allottee: \_\_\_\_\_

Allottee Address: \_\_\_\_\_

Email id of Allottee: \_\_\_\_\_

Promoter Name: SUGAM DIAMOND PROJECTS LLP

Promoter Address: 2/5 Sarat Bose Road, 4th Floor, Unit No-4B, P.O Elgin Road, P.S. Ballyganj, Kolkata – 700020

Email id of Promoter: \_\_\_\_\_

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id 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 and/or emailed at the aforesaid email id, 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 Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as having properly been served on all the Allottees.



**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

34. The other terms and conditions as per the contractual understanding between the Parties have been incorporated in the Schedules hereto and such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

**III. SCHEDULES:**

**SCHEDULE 'A' ABOVE REFERRED TO:  
PART-I  
WHOLE COMPLEX LAND**

**ALL THAT** pieces or parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 13.004 acres or 39 Bighas 06 Cottahs 11 Chittacks 40 Square feet more or less comprised in portions of the said L.R. Dag Nos. 3033 (portion measuring 4.054 acres out of 6.634 acres), 3034 (portion measuring 5.697 acres out of 6.517 acres) and entire L.R. Dag Nos.3035 (1.538 acres), 3033/4099 (0.755 acre) and 3033/4100 (0.960 acre) recorded in L.R. Khaitan No. 12284 in Mouza-Konnagar lying at and comprised in Municipal Holding No. 61 Lal Bahadur Sastri Road, within Ward No. 10 (formerly Ward No. 15) of the Konnagar Municipality Additional District Sub-Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal and butted and bounded as follows:-

- (i) On the North : Partly by others landed properties and partly by Lal Bahadur Sastri Road
- (ii) On the South : By Lal Bahadur Sastri Road.
- (iii) On the East : By Others landed properties; and
- (iv) On the West : By Lal Bahadur Sastri Road.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

**PART-II  
PROJECT LAND**

**ALL THOSE** pieces and parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of \_\_\_\_\_acres or \_\_\_\_\_Cottahs \_\_\_\_\_Chittacks \_\_\_\_\_Square feet (more or less) or \_\_\_\_\_ square meters comprised in portions of the L.R. Dag Nos. \_\_\_\_\_ (portion measuring \_\_\_\_\_acres), \_\_\_\_\_ (portion measuring \_\_\_\_\_acres), \_\_\_\_\_

(portion measuring \_\_\_\_\_ acre) and recorded in L.R. Khaitan No. \_\_\_\_\_ in Mouza-Konnagar lying situate and comprised in a portion of Municipal Holding No. 61 Lal Bahadur Sastri Road, within Ward No. 10 (formerly Ward No. 15) of the Konnagar Municipality under Additional District Sub-Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal

**PART-III  
(PROJECT / SECOND PHASE)  
BUILDING DETAILS**

1. Block \_\_\_\_\_ having \_\_\_\_\_ basement, \_\_\_\_\_ floor and \_\_\_\_\_ upper floors as per sanctioned plan dated \_\_\_\_\_.
2. Block \_\_\_\_\_ having \_\_\_\_\_ basement, \_\_\_\_\_ floor and \_\_\_\_\_ upper floors as per sanctioned plan dated \_\_\_\_\_.
3. Specified Club Facilities as morefully contained in **Clause 1.2** of **Part-VII** of the **Schedule A** hereto
4. Common Amenities and Facilities as mentioned in **Section I** and **II** of **Part-VI** of **Schedule A** hereto.
5. Common use with the Future Phase/s (or part thereof as decided by the Promoter) of the Common Amenities and Facilities at the Project out of those mentioned in **Section III** of **Part-VI** of **Schedule A** hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

**PART-IIIA  
FUTURE PHASE/S (IF DEVELOPED BY PROMOTER)**

One or more phases with as the Promoter may in future and from time to time decide for buildings of residential or commercial or mixed use at remaining portion of the Whole Complex Land having a land area of \_\_\_\_\_ Sq. metre

**PART-IV  
UNIT**

**ALL THAT** the residential flat being Unit No.\_\_\_\_ containing a carpet area of \_\_\_\_Square feet more or less alongwith balcony with a carpet area of \_\_\_\_Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_Square feet more or less on the \_\_\_\_\_ floor of the Block \_\_\_\_ of the Project at the Project Land.

**PART-V  
PARKING FACILITY**

**ALL THAT** the right to park \_\_\_\_ medium sized motor car at such \_\_\_\_\_ place in the ground floor of any one of the Buildings at the said Project Land as be expressly specified by the Promoter at or before delivery of possession of the Unit.

**PART-VA  
OPEN TERRACE**

**PART-VI  
COMMON AREAS  
SECTION -I  
COMMON AREAS IN THE BUILDING**

**1. Common Areas & Installations at any Building:**

- 1.1.1 Electrical wiring and fittings and fixtures for lighting the staircases, common areas, lobbies and landings and operating the installation of the lifts at the new building
- 1.1.2 Electrical installations with main switch and meters and space required therefor in the new Building.
- 1.1.3 Overhead water tank connecting to the different Units of the new Building.
- 1.1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the new Building.
- 1.1.5 Common corridors, lobbies, stairs, stairs cover, stairways landings, entrances, exits and pathways within each New Building.
- 1.1.6 Windows/doors/grills and other fittings of the common area of the New building.
- 1.1.7 Lifts, lift lobbies, lift wells spaces required therefor.
- 1.1.8 Common roof
- 1.1.9 Fire fighting system installations.
- 1.1.10 Such other common parts, areas and portions and fixtures/ fittings in or about each New Building as may be provided by the Promoter

**SECTION -II**

**1.2 Common Areas at the Project:**

- 1.2.1 Driveways, pathways and pavements and landscape green at the Project Land.
- 1.2.2 Space for Transformers (if installed) and Electrical installations and the accessories and wiring in respect of the Building Complex and the space required therefor.
- 1.2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of new Building (From borewell).
- 1.2.4 Water waste and sewerage evacuation pipes and drains from the several Buildings to the municipal drains
- 1.2.5 Sewage Treatment plant
- 1.2.6 Fire fighting installations, jockey pumps and fire pumps.
- 1.2.7 Common toilets.
- 1.2.8 Water Filtration plant.
- 1.2.9 Boundary walls of the said Land and the main gates.
- 1.2.10 Maintenance Management office.
- 1.2.11 Water bodies.
- 1.2.12 CCTV System.
- 1.2.13 Rain water Harvesting

1.2.14 Jogging Track

1.2.15 Fire & Safety- Fire Detection & Protection System Emergency Evacuation Services  
-Alternate Stair & Fire Refuge Platform Renewable Energy -Renewable Energy by providing Solar PV Plant

1.2.16 Such other common parts, areas and portions on or about the Project Land and for the Project as a whole as may be provided by the Promoter (except the open and covered parking areas).

### **SECTION -III**

**2. AMENITIES, FACILITIES WHICH ARE PART OF FIRST PHASE AND/OR THE PROJECT AND SHALL BE IN COMMON USE BY OWNERS AND OCCUPIERS THEREOF AND MAY ALSO, IF SO DECIDED BY THE PROMOTER, BE FOR USE BY THE OWNERS AND OCCUPIERS OF FUTURE PHASE/S:**

2.1 Driveways, pathways and pavements and landscape green at the First Phase Land and Project Land.

2.2 Spaces for Transformers (if installed) and Electrical installations and the accessories and wiring in respect of the Building Complex and the space required therefor.

2.3 Water waste and sewerage evacuation pipes and drains from the several Buildings to the municipal drains

2.4 Boundary walls and the main gates.

2.5 Water bodies.

2.6 Jogging Track

2.7 Fire & Safety- Fire Detection & Protection System Emergency Evacuation Services

2.8 Renewable Energy -Renewable Energy by providing Solar PV Plant

2.9 Such other common parts, areas and portions on or about the Project Land as may be provided by the Promoter (except the open and covered parking Areas).

### **PART-VII CLUB FACILITY**

**1.** The Promoter is in the process to erect, install and/or make available in the First Phase and shall erect, install and/or make available in the Project certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as "the **Club Facility**" which expression shall include any modifications or alterations of all or any such facility) at portions of the First Phase and the Project constituting :

1.1 At the First Phase:

- i. Swimming Pool at the First Phase;
- ii. Children's Play area (as part of landscape) at the First Phase
- iii. Library at the First Phase
- iv. Gymnasium at the First Phase
- v. Indoor Games Room at the First Phase
- vi. Audio Visual Room at the First Phase
- vii. Banquet Hall at the First Phase
- viii. Guest Rooms at the First Phase
- ix. Multipurpose Courts (as part of landscape) at the First Phase

- x. Toilets for Ladies and Gents at the First Phase
- xi. Pool Table at the First Phase
- xii. Table Tennis Table at the First Phase
- xiii. Chess and Carom at the First Phase

1.2 At the Project:

- i. Landscaped Podium
- ii. Children's Play area on Podium.
- iii. Lake side Promenade
- iv. Pickle Ball Court
- v. Party Hall
- vi. Residents Lounge.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Promoter / Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

## **PART-VIII COMMON EXPENSES**

- 1. MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
- 3. STAFF:** The salaries of and all other expenses including their bonus and other emolument and benefits of the staffs/personnel to be employed for the common purposes {including (i) staffs for Site Property Management, (ii) staffs for Outsourced Specialist (House Keeping), (iii)staffs for Electrician/MST (Technical Staff), (iv)Plumber (Technical Staff) and (v) staffs for Security Services (Security Supervisor)}. The staff specifications are provisional and subject to change as per requirement as decided by the Promoter and/or Maintenance-In Charge.
- 4. ASSOCIATION:** Establishment and all other expenses of the Association and also similar

expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

#### **PART-IX DEVOLUTION OF TITLE**

- A. By an Indenture of Sale dated 28th August, 2009 made between National Textile Corporation Limited as the Vendor of the One Part and Happy Suraksha Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD-Volume No. 3, Pages 2277 to 2291, Being No. 1382 for the year 2009, the said National Textile Corporation Limited for the consideration therein mentioned conveyed by way of absolute sale to the said Happy Suraksha Private Limited **All That** pieces and parcels of land hereditaments and premises containing an area of 14.584 acre more or less situate lying at and being the Dags as per table below, in Mouza - Konnagar, Police Station Uttarpara in the District of Hooghly and State of West Bengal and assessed as Municipal Holding No 61, Lal Bahadur Sastri Road by Konnagar Municipality (hereinafter referred to as the "**Larger Property**").

<b>L.R.</b>	<b>Dag</b>	<b>Khaitan Number</b>	<b>Total Area in acres</b>	<b>Area forming part of the Entire Property in acres</b>

3033	11690	6.634	5.384
3034	11690	6.517	5.947
3035	11690	1.538	1.538
3033/4099	11690	0.960	0.960
3033/4100	11690	0.960	0.960
		<b>Total</b>	<b>14.584</b>

- B.** The name of Happy Suraksha Private Limited was changed to Sugam Promoters Private Limited (the Vendor herein) and a fresh of Certificate of Incorporation consequent to change of name was issued by the Registrar of Companies, West Bengal on 15<sup>th</sup> October, 2009.
- C.** The name of the Vendor herein has been mutated and recorded in respect of the Larger Property in the records of the B.L. & L.R.O. under L.R. Khatian No. 12284 and also in the records of the Konnagar Municipality vide Municipal Holding No. 61, Lal Bahadur Sastri Road (formerly Haren Chandra Banerjee Lane), within Ward No.15 (now Ward No.10) of the Konnagar Municipality.

- D.** The name of the Owner No. 1 is recorded as Raiyat in the Records of Rights published under the said Act of 1955 in respect of the Larger Property under L.R. Khatian No. 12284. The Lands comprised in the LR Dag Nos. 3033, 3034, 3033/4100 containing a total area of 12.291 acre was converted to a nature of "Bahutal Abasan" under Section 4(C) of the West Bengal Land Reforms Act, 1955.
- E.** Out of the said Land, the pieces or parcels of land containing an aggregate area of 1.58 acres or 4 Bighas 15 Cottahs 9 Chittacks 20 Square feet more or less were gifted to Konnagar Municipality under three Deeds of Gift executed and registered in favour of the Konnagar Municipality (i) one being dated 10<sup>th</sup> January, 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 15097 to 15121, Being No. 190300172, for the year 2019, (ii) another one being dated 10<sup>th</sup> January 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No.1903-2019, Pages 15073 to 15096, Being No. 190300173, for the year 2019 and (iii) the third one dated 21<sup>st</sup> January 2019 and registered with Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 36049 to 36072 Being No. 190300488, for the year 2019.
- F.** The portion containing an area of 13.004 acres or 39 bighas 06 Cottahs 11 Chittacks 40 square feet more or less which remained after excluding the gifted portions from the area of the Larger Property is the said Land and out of the same a demarcated portion is the Project Land.
- G.** The said Plans being the plans for construction of the Buildings at the Project has been sanctioned by the Konnagar Municipality, Hooghly vide Memo No. 18/12/18 dated 1st February, 2019 and revised on \_\_\_\_\_.
- H.** By an Indenture of Conveyance dated 28<sup>th</sup> March, 2019 made between the Owner No. 1 herein therein referred as the Vendor of the One Part and the Owner No. 2 herein therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances- III, Kolkata in Book No. I, Volume No. 1903-2019, Pages from 52647 to 52678, Being No. 190301223 for the year 2019, the Owner No. 1 hereto (namely said Sugam Promoters Private Limited) for the consideration therein mentioned conveyed by way of absolute sale to the Owner No. 2 hereto (namely Sheratove Nirman Private Limited) **ALL THAT** an undivided part or share of the Larger Property as morefully mentioned therein, absolutely and forever together with the benefits of the said Plans.
- I.** Consequent to the aforesaid, the Owners are now holding the said Land with an undivided 9.1028 acre being owned by the Owner No. 1 and an undivided 3.9012 being owned by the Owner No. 2 which translates to a 70% undivided share of the Owner No. 1 in the said Land and 30% undivided share of the Owner No. 2 in the said Land.
- J.** By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Whole Complex or any part thereof for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
- (i) The said Land shall be developed in one or multiple phases at the discretion of the Promoter.
  - (ii) The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
  - (iii) All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and



receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.

- K. By the CP Agreement, the Owners agreed to transfer to the Confirming Party undivided 7.5% share in the Project Land on the terms and conditions therein contained.
- L. The Owners and if so required by the Promoter, the Confirming Party, would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.

**PART-X  
SPECIFICATIONS**

**(Specifications of construction of the Said Unit)**

**1. SPECIFICATIONS FOR THE APARTMENT:**

- (i) Walls : Plaster of Paris/ Putty/ Gypsum Plaster finish on walls.
- (ii) Flooring : Vitrified tiles in the bed rooms, living/dining room.
- (iii) Kitchen : Stone/ Tilecounter top. Stainless steel sink.  
Ceramic tiles  
dado up to 2 feet above the kitchen counter.
- Flooring: Ceramic tiles, Exhaust Point.
- (iv) Toilet : Flooring : Anti skid Ceramic Tiles. Ceramic tiles on the walls upto .  
. Electrical point for Geyser &  
Exhaust fan  
Plumbing provision for hot / cold water line
- (v) Doors :Main door :- Flush doors  
Door Frames : - Made of wood  
Main door Fittings : - Reputed make Door Lock/ and eyepiece.  
Internal Doors : - Flush doors with hardware fittings.
- (vi) Windows :Anodised/ Powder Coated Alumunium/ UPVC windows.
- (vii) Sanitary ware :Sanitary ware of reputed make.

(viii) Electricals :Concealed copper wiring.

Cable TV cabling in the living room. Modular switches of reputed make.

Telephone and internet wiring in living or dining area

**2. SPECIFICATIONS FOR THE PROJECT:**

Foundation : RCC Cast In-situ Bored Piling work  
Structure : RCC framed structure  
Staircase : IPS flooring/ Tile/ Stone Finnish/Concrete finish  
Lift : Passengers lifts at Each Block (as sanctioned)  
Generator

**SCHEDULE 'B' -  
FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C'**  
**PART-I**  
**TOTAL PRICE**

The Total Price payable by the Allottee to the Promoter as per the particulars mentioned in Clause 1.2 above shall be a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). The same shall be subject to variations as per the Explanation to Clause 1.2 above.

**Part-II**  
**PAYMENT PLAN**

- A. The Total Price excluding the Other Costs and Deposits and Taxes amounting to Rs. \_\_\_\_\_ shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Particulars	%	Amount in Rs. P.**
1.	Booking amount ( before execution of the Agreement for sale)	10%	
2.	On signing of the Agreement for Sale within 30 days of application+50% of documentation charges as per clause 11.3.1(iv) hereto	10%	
3.	Within 30 days from completion of pile foundation of the Designated Block	10%	
4.	Within 30 days of 1 <sup>st</sup> floor slab casting of the Designated Block	5%	
5.	Within 30 days of external wall casting of the said unit	5%	
6.	Within 30 days of 3 <sup>rd</sup> Floor slab casting of the Designated Block	5%	
7.	Within 30 days of 6 <sup>th</sup> floor slab casting of the Designated Block	5%	
8.	Within 30 days of 9 <sup>th</sup> floor slab casting of the Designated Block	5%	
9.	Within 30 days of 12 <sup>th</sup> floor slab casting of the Designated Block	5%	
10.	Within 30 days of 15 <sup>th</sup> floor slab casting of the Designated Block	5%	
11.	Within 30 days of 18 <sup>th</sup> floor slab casting of the Designated Block	5%	
12.	Within 30 days of 21 <sup>th</sup> floor slab casting of the Designated Block	5%	
13.	Within 30 days of <b>Roof casting</b> of the Designated Block	5%	
14.	Within 30 days of completion of <b>Flooring</b> of the Designated Apartment	10%	
15.	Within 30 days of issuance of Notice of <b>Possession</b> plus 50% of documentation charges as per clause 11.3.1(iv) hereto plus Other Costs and the Deposits	10%	
	** plus applicable Taxes		

- B. The Taxes on the amounts payable as per para A above shall be payable at applicable rates alongwith the relevant amounts.

- C. The Other Costs with applicable Taxes shall be paid by the Allottee to the Promoter in terms hereinabove.
- D. The Deposits shall be paid by the Allottee to the Promoter in terms of hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

**Allottee: ( )**

(1) Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

(2) Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Promoter:**

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Owners and Confirming Party:**

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES :**

1. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 2024

BETWEEN

SUGAM DIAMOND PROJECTS LLP

...PROMOTER

AND

\_\_\_\_\_

...ALLOTTEE

AND

SUGAM PROMOTERS PRIVATE LIMITED  
& ANR.

...OWNERS

AND

\_\_\_\_ PRIVATE LIMITED

....CONFIRMING PARTY

AGREEMENT

(Unit No. \_\_\_\_\_ Block  
\_\_\_\_\_)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B, HARE STREET,

KOLKATA-700001