

**AGREEMENT FOR ASSIGNMENT**

THIS AGREEMENT is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BETWEEN**

**Poddar Projects Limited**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 18, Rabindra Sarani, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata-700001 (PAN AACCP5704B), represented by its authorized signatory, \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, working for gain at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District Kolkata (PAN \_\_\_\_\_)

(**Transferor**, which expression shall include its successors-in-interest)

**And**

**Bhavnani Developers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 18, Rabindra Sarani, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata-700001 (PAN AABC2863N), represented by its authorized signatory, \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, working for gain at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District Kolkata (PAN \_\_\_\_\_)

(Collectively **Promoters**, which expression shall include its successors-in-interest and assigns)

**And**

\_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, working for gain at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District Kolkata (PAN \_\_\_\_\_)

\_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, working for gain at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District Kolkata (PAN \_\_\_\_\_)

(**Transferees/Allottees**, which expression shall include his/her/their heirs, executors, administrators, successors-in- interest and permitted assigns)

Bhavnani Developers Pvt. Ltd.  
A.K. Sharma

**Director**

Transferor, Promoters and Transferees/Allottees referred to as such or as **Party** and collectively **Parties**.

**DEFINITIONS** - For the purpose of this Agreement for Transfer, unless the context otherwise requires:

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

**WHEREAS:**

- A. Burdwan Development Authority, a statutory authority of the Government of West Bengal under West Bengal Town and Country (Planning & Development) Act, 1979 and having its registered office at New Collectorate Building (5<sup>th</sup> Floor), Kachari Road, Burdwan - 713101 (**BDA**) with a view to execute a MINI TOWNSHIP PROJECT - UPANTIKA (**Said Township**), on land vested in it under section 4 of the Land Acquisition Act, 1894, being land measuring 76.36 (seventy six point three six) acre, more or less, *Mouza* Kamnara, J.L. No. 49 and *Mouza* Mirzapur, J.L. No. 66, Police Station Burdwan, District Purba Bardaman (**Township Property**), morefully described in **Part I** of **Schedule A** below and is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure "1"** granted a lease in favour of the Transferor *vide* a Deed of Lease dated 18<sup>th</sup> June, 2019 and registered in the Office of the Additional District Sub Registrar, Burdwan, in Book No. I, Volume No. 0203-2019, Page from 106193 to 106223, being Deed No. 02034614 for the year 2019 (**Deed Of Lease**) on the terms and conditions mentioned therein. The tenure of the said lease has been agreed to be for a period of 99 years initially, with a provision for renewal of 30 years followed by two more terms of equal duration.
- B. For the purposes of Said Project, the Transferor and the Promoters entered into 3 (three) development agreements, all dated 1<sup>st</sup> December the Development Agreement dated 8th May, 2015, and all registered in the Office of the Additional Registrar of Assurances-II, Kolkata, duly recorded in (a) Book No. I, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, being Deed No. 1903-2002427055 for the year 2021 (b) Book No. I, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, being Deed No. 1903-2002427157 for the year 2021 and (c) Book No. I, Volume No. 1903-2022, Pages 109582 to 109582, being Deed No. 190300054 for the year 2022 (collectively **Development Agreements**).
- C. The Township Property has been planned to be developed by the Promoters in phases. Accordingly, a building plan has been sanctioned in respect of land measuring \_\_\_\_\_ (\_\_\_\_\_) acre, more or less, *Mouza* Kamnara, J.L. No. 49 and *Mouza* Mirzapur, J.L. No. 66, Police Station Burdwan, District Purba Bardaman (Project Property) morefully described in **Part II** of **Schedule A** below and is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure "1"**, being an integral part of the Township Property, upon which buildings/bunglows/plots (as applicable) are being developed as a phase (**Phase \_\_\_**) of the Said Township (**Whole Project**) [as defined in Recital I (iii) below] and proposed as a "real estate project" by the Promoters and has been registered as a 'real estate project' (**the Real Estate Project or Project**) with the Real Estate Regulatory Authority

(**Authority**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

C. The Transferor and the Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Transferor to the Township Property and the Promoters' right and entitlement to develop the Township Property on which *inter-alia* the Project is to be constructed have been completed.

D. The Promoters have duly intimated the \_\_\_\_\_ Panchayet about commencement of construction of the Project vide its letter dated \_\_\_\_\_.

E. The Promoters have obtained the layout plan, sanctioned plan (bearing no. \_\_\_\_\_, dated \_\_\_\_\_, specifications and approvals for the Real Estate Project, which is presently being developed as a phase (**Phase \_\_\_\_**) of the Whole Project (defined in Recital I (iii) below). The Promoters agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Promoters have applied for registering the Real Estate Project under the provisions of the Act.

G. The Allottees had applied for a residential apartment/bungalow/plot in the Project vide application no. \_\_\_\_ dated \_\_\_\_\_ and has been allotted, on sub lease/assignment basis, residential apartment/bungalow/plot No. \_\_\_\_\_, being more particularly described in **Schedule B** below and the layout of the residential apartment/bungalow/plot is delineated in Green colour on the **Plan** annexed hereto and marked as **Annexure "2" (Said Unit) together with** the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below (**Common Areas**) and also **together with** undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Unit (**Land Share**), for a tenure of 99 years and renewable thereafter. The Said Unit, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **Schedule B** below (collectively **Said Unit And Appurtenances**).

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

I. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoters are briefly stated below-

(i) (a) Block/Building Nos. \_\_\_\_\_ *inter-alia* comprising of \_\_\_\_\_ storied residential buildings, being constructed on the Project Property, (ii) Block/Building Nos. \_\_\_\_\_ *inter-alia* comprising of \_\_\_\_\_ storied residential buildings, being constructed on the Project Property and (iii) Block/Building No. \_\_\_\_\_ for Multi-level Car Parking (MLCP) being constructed on the Project Property, (iv) being developed as Phase 1 of the Whole Project [as defined in Recital I (iii) below], constitute the Real Estate Project in accordance with the provisions of the Act and Rules.

(ii) The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/ blocks/structures and the phase/s of development on the Township Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Township Property. The conceptual layout of the development on the Township Property could be finally developed by the Promoters at its sole discretion either in terms of the **Plan** in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.

(iii) The Promoters are undertaking the development of the Township Property in a phase-wise manner as mentioned in this Recital I (the phase-wise development of the entirety of the Township Property as envisaged in this Recital I and as also mentioned/contemplated in the other portions of this Agreement hereinafter referred to as “**the Whole Project**”).

(iv) Apart from the Real Estate Project, the Promoters proposes to develop in one or more phases other residential buildings/structures/bunglows/plots along with its/their common areas, facilities and amenities in the Whole Project and upon the Township Property (“**Other Residential Component**”) and the portion of the Township Property upon which the Other Residential Component shall be developed in such manner as the Promoters may in its sole discretion deem fit.

(v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (“**Other Residential Exclusive Amenities**”) and which may exclusively be made available to and usable by such person(s) as the Promoters may in its sole discretion deem fit including the Transferees/Allottees of the Other Residential Component and, may not be available to the Transferees/Allottees or any other Transferees/Allottees/occupants of apartments in the Real Estate Project.

(vi) The Promoters are entitled to amend, modify and/or substitute the proposed future and further development of the Township Property and/or Future Property (for future blocks/buildings comprising of multiple number of multi-storeyed residential buildings and car parking space), in full or in part, subject to the necessary permission/sanction being granted by the \_\_\_\_\_ Panchayet and all other concerned authorities.

(vii) The Transferees/Allottees agree that the Promoters shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Transferees/Allottees of such apartments and to the exclusion of other Transferees/Allottees in the Real Estate Project (“**Limited Areas And Facilities**”). The Transferees/Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Transferees/Allottees in the Said Unit And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Transferees/Allottees agree to not use the Limited Areas And Facilities identified for other Transferees/Allottees nor shall the Transferees/Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Transferees/Allottees and/or the usage thereof.

(viii) The Common Areas in the Real Estate Project that may be usable by the Transferees/Allottees and other Transferees/Allottees on a non-exclusive basis are listed in **Schedule E** hereunder written.

(ix) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Transferees/Allottees and other Transferees/Allottees in the Whole Project on a non-exclusive basis (“**Whole Project Included Amenities**”) are listed in **Schedule F** hereunder

written. The Transferees/Allottees agree and accept that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Unit and might be provided only after completion of the Whole Project. The Transferees/Allottees agree and accept that it shall not be obligatory for the Promoters to complete the Whole Project Included Amenities (as listed in **Schedule F** below) in all respects prior to handing over of possession of the Said Unit to the Transferees/Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Transferees/Allottees expressly agree not to raise any objection regarding the same and also further waive the right, if any, to do so.

(x) The Transferees/Allottees agree and accept that the exact location and identification of the Said Parking Space (if any) may be finalized by the Promoters only upon completion of the Real Estate Project in all respects. In the event the Said Parking Space, if any, is situated in the MLCP of the Real Estate Project, the Transferees/Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Transferees/Allottees only after completion of construction of the MLCP Block/Building.

(xi) The Promoters shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the \_\_\_\_\_ - Panchayet and all other concerned authorities, and construct additional built-up area (i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional blocks/buildings on any part of the remaining portion of the Township Property. For the purpose aforesaid, the Promoters will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Unit agreed to be sold hereunder, and to carry out construction work accordingly. The Transferees/Allottees hereby irrevocably agree and give his/her/its/their express consent to the Promoters for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Unit and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Transferees/Allottees' consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Transferees/Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoters whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Unit or any other part of the Said Block/Building being affected by such construction. The Transferees/Allottees hereby agree to give all facilities and co-operation as the Promoters may require from time to time, both prior to and after taking possession of the Said Unit, so as to enable the Promoters to complete the development smoothly and in the manner determined by the Promoters. It is expressly agreed by the Parties that the Transferor/Promoters will be entitled to transfer on sub lease basis or otherwise and for its own benefit the additional units that may be constructed by the Promoters as aforesaid.

(xii) The Transferees/Allottees agree and acknowledge that the sample apartment (if any) is constructed by the Promoters and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoters are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment, other than as expressly agreed by the Promoters under this Agreement. The height of the Said Unit shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment constructed by the Promoters.

J. 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.

K. 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.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sub-lease and the Transferees/Allottees hereby agree to accept the said sub-lease of the Said Unit And Appurtenances, being collectively described in **Schedule B**.

**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 Transferor and the Promoters agree to transfer to the Transferees/Allottees the Said Unit And Appurtenances and the Transferees/Allottees hereby agree to accept the transfer of the Said Unit And Appurtenances, described in **Schedule B** below.

1.2 The Total Price payable for the Said Unit And Appurtenances is more particularly mentioned in **Schedule C** below.

**Explanation:**

(i) The Total Price includes the booking amount paid by the Transferees/Allottees to the Promoters towards the Said Unit And Appurtenances.

(ii) In addition to the Total Price, the Transferees/Allottees shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Unit And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the BDA and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Unit And Appurtenances, shall be borne and paid by the Transferees/Allottees alone and the Promoters shall not be liable to bear or pay the same or any part thereof. It is further clarified that the price of the Said Unit And Appurtenances has been arrived after adjusting the GST input credit to be passed on the Allottees and Allottees shall not claim demand or dispute the same;

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Transferees/Allottees.

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

(iv) The Total Price of the Said Unit And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project but excludes Taxes and maintenance charges.

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

1.4. The Transferees/Allottees shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").

1.5. It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoters at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the Said Unit, without the previous written consent of the Transferees/Allottees as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Transferees/Allottees, or such minor changes or alterations as per the provisions of the Act. The Promoters shall take prior approval of the Transferees/Allottees for extra charges, if any, as may be applicable for such addition alterations.

1.7. The Promoters shall confirm the final carpet area that has been allotted to the Transferees/Allottees after the construction of the Said Block/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is reduction in the carpet area then the Promoters shall refund the excess money paid by the Transferees/Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Transferees/Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Transferees/Allottees, the Promoters shall demand additional amount from the Transferees/Allottees towards the Total Price, which shall be payable by the Transferees/Allottees prior

to taking possession of the Said Unit. It is clarified that the payments to be made by the Promoters/Transferees/Allottees, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

1.8. Subject to Clause 9.3 of this Agreement, the Promoters agrees and acknowledges that the Transferees/Allottees shall have the following rights to the Said Unit And Appurtenances:

(i) The Transferees/Allottees shall have exclusive entitlement of the Said Unit.

(ii) The Transferees/Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Transferees/Allottees in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Transferees/Allottees shall use the Common Areas of the Real Estate Project along with other occupants/ Transferees/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of Transferees/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Unit And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project but excludes Taxes and maintenance charges.

(iv) The Transferees/Allottees have the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoters and the Transferees/Allottees agree that the Said Unit along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Transferees/Allottees. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the Transferees/Allottees as expressly mentioned in this Agreement.

1.10. The Promoters agrees to pay all outgoings before transferring the physical possession of the apartment to the Transferees/Allottees, which it has collected from the Transferees/Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fails to pay all or any of the outgoings collected by it from the Transferees/Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Transferees/Allottees, the Promoters agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.



1.11. The Transferees/Allottees have paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Unit And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoters hereby acknowledges and the Transferees/Allottees hereby agree to pay the remaining price of the Said Unit And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoters within the time and in the manner specified therein **Provided that** if the Transferees/Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. PAYMENTS:**

2.1 Subject to the terms of this Agreement and the Promoters abiding by the construction milestones as expressly mentioned in this Agreement, the Transferees/Allottees shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoters payable at Kolkata.

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

2.1.2 In the event of the Transferees/Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoters shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Transferees/Allottees and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoters under this Agreement and in no event the Promoters shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Transferees/Allottees from such bank/ financial institution.

2.2 The timely payment of all the amounts payable by the Transferees/Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoters to the Transferees/Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoters demonstrating dispatch of such intimation to the address of the Transferees/Allottees as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoters upon the Transferees/Allottees, and non- receipt thereof by the Transferees/Allottees shall not be a plea or an excuse for non-payment of any amount or amounts.

2.3 In the event of delay and/or default on the part of the Transferees/Allottees in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoters under this Agreement or under applicable law, the Promoters shall be entitled to adjust against any subsequent amounts received from the Transferees/Allottees, the said unpaid tax levy, cess etc. along with interest, penalty, etc. payable thereon, from the due date till the date of adjustment.

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

3.1. The Transferees/Allottees, 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/ transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters 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 Transferees/Allottees understand and agree that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Transferees/Allottees authorize the Promoters to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Transferees/Allottees against the Said Unit And Appurtenances, if any, in his/her name and the Transferees/Allottees undertake not to object/demand/direct the Promoters to adjust his/her payments in any other manner.

### **5. TIME IS ESSENCE:**

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Unit to the Transferees/Allottees and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of Transferees/Allottees, upon its formation and registration.

### **6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

6.1 The Transferees/Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoters undertakes to strictly abide by such plans approved by the competent

Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation/alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoters, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoters shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.2 The Transferees/Allottees agree, accept and confirm that the Promoters are entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals I hereinabove:-

6.2.1 The Township Property is being developed in a phase-wise manner by constructing and developing multiple buildings/ blocks/structures thereon including the Real Estate Project and the Other Residential Component as may be permissible in the manner more particularly detailed at Recitals I hereinabove. The Promoters shall be entitled to develop the Township Property as the Promoters deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Transferees/Allottees have agreed to purchase the Said Unit And Appurtenances based on the unfettered rights of the Promoters in this regard.

6.2.2 The Promoters have informed the Transferees/Allottees that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Township Property. The Promoters have further informed the Transferees/Allottees that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Transferees/Allottees along with other Transferees/Allottees of Units in the Said Block/Building and/or the Real Estate Project and/or in the Whole Project, and the Transferees/Allottees shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Transferees/Allottees of Units in the Real Estate Project including the Transferees/Allottees herein and the proportion to be paid by the Transferees/Allottees shall be determined by the Promoters and the Transferees/Allottees agree to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Transferees/Allottees nor any of the Transferees/Allottees of Units in the Real Estate Project shall object to the Promoters laying through or under or over the land described in **Schedule A** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other blocks/buildings which are to be developed and constructed on any portion of the Township Property.

6.2.3 As mentioned in Recital I (ii) above, the Promoters have presently contemplated to develop the Proposed Adjoining Land and shall be entitled to club/amalgamate the Township Property (or part thereof) with the Proposed Adjoining Land as a common integrated layout with the Township Property (or part thereof) or otherwise including as a separate independent layout, in a phase wise manner.

6.2.4 The Transferees/Allottees are aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project

Included Amenities (specified in **Schedule F** below) in common with other Transferees/Allottees and users in the Real Estate Project and the Whole Project and the Promoters and its contractors, workmen, agents, employees, personnel and consultants. The Transferees/Allottees are also aware that the Promoters shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoters may in its sole discretion deem fit including the Transferees/Allottees/occupants of the Other Residential Component and shall not be available to the Transferees/Allottees or any other Transferees/Allottees/occupants of apartments/flats in the Real Estate Project.

6.2.5 The Whole Project Included Amenities and any other areas as may be designated by the Promoters including common open areas, common landscapes and driveways etc. in/on the Whole Project/Township Property shall be an integral part of the layout of the development of the Whole Project and the Township Property and neither the Transferees/Allottees nor any person or entity on the Transferees/Allottees' behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.6 The Transferees/Allottees shall at no time demand partition of the Said Unit And Appurtenances and/or the Said Block/Building and/or the Real Estate Project and/or the Other Residential Component and/or the Whole Project and/or the Township Property.

6.2.7 The Transferees/Allottees have agreed that for the benefit of the Project, the Promoters shall be required to make alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project. The Transferees/Allottees have agreed that the Promoters have duly explained the reasons, nature and benefits of such alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project, and the Transferees/Allottees have agreed to the same without any demure and/or objection. The Transferees/Allottees hereby issue/give his/her/their written consent to the Promoters under Section 14 (2) (ii) and/or any other relevant Section/s of the Act, 2017 and under any Rule, to carry out such alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project as per the provisions of the West Bengal Municipal Act, 1993 and Transferees/Allottees further declare that no objection/s would be raised in future if the Promoters bring any alterations and additions in the sanctioned plans, layout plans and specifications of the buildings or common areas within the Project.

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

7.1. **Schedule for possession of the Said Unit** - The Promoters agrees and understands that timely delivery of possession of the Said Unit to the Transferee/Allottee and the Common Areas of the Real Estate Project to the association of Transferee/Allottee (upon its formation and registration) is the essence of the Agreement. The Promoters assures to hand over possession of the Said Unit along with ready and complete Common Areas of the Real Estate Project (as specified in **ScheduleE** below) with all specifications (as provided in **ScheduleD** below) in place on or before \_\_\_\_\_ (**Completion Date**), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project; or any further delay(s) beyond the control of the Promoters due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease (**Force Majeure**). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Transferee/Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Transferee/Allottee agrees and confirm

that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Transferee/Allottee the entire amount received by the Promoters from the allotment within 45 days from that date. The Promoters shall intimate the Transferee/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Transferee/Allottee, the Transferee/Allottee agree that he/she/it/they shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Transferees/Allottees. However, if the Said Unit is made ready prior to the Completion Date, the Transferees/Allottees undertake and covenant not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Transferees/Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area with in the MLCP and/or the land comprised in the Project Property or any part thereof are required and to be transferred to the association of allottees, then the Promoters and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Allottees shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottees herein) proportionately and the Promoters and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottees and the other allottees shall keep the Promoters and the Owners fully indemnified with regard thereto.

**7.2. Procedure for taking possession** - The Promoters, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Unit, to the Transferees/Allottees in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Transfer/Sub Lease. The Promoters agrees and undertakes to indemnify the Transferees/Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Transferees/Allottees, after taking possession, agree to pay the maintenance charges (as provided on **Schedule H** below) as determined by the Promoters/association of Transferees/Allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The Promoters shall hand over the photocopy of completion certificate of the Project to the Transferees/Allottees at the time of Deed of Transfer/Sub Lease of the same.

**7.3. Failure of Transferees/Allottees to take Possession of Apartment-** Upon receiving a written intimation from the Promoters as mentioned in Clause 7.2 above, the Transferees/Allottees shall take possession of the Said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Said Unit to the Transferees/Allottees. In case the Transferees/Allottees fail to take possession within the time provided in Clause 7.2 above, such Transferees/Allottees shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance

charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Unit shall become applicable.

**7.4. Possession by the Transferees/Allottees-** After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the Transferees/Allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of Transferees/Allottees, upon its formation and registration;

Provided that, in the absence of any local law, the Promoters shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of Transferees/Allottees within thirty days after formation and registration of the association of Transferees/Allottees.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation

Upon the termination of this Agreement, the Transferees/Allottees shall have no claim of any nature whatsoever on the Promoters and/or the Said Unit And Appurtenances and the Promoters shall be entitled to deal with and/or dispose off the Said Unit And Appurtenances in the manner it deems fit and proper.

**7.6. Compensation** - The Transferor shall compensate the Transferees/Allottees in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoters fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the Completion 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 Promoters shall be liable, on demand to the Transferees/Allottees, in case the Transferees/Allottees wish to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoters in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Transferees/Allottees do not intend to withdraw from the Project, the Promoters shall pay the Transferees/Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoters to the Transferees/Allottees within forty- five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represents and warrants to the Transferees/Allottees as follows:

(i) The Transferor has absolute, clear and marketable title with respect to the Project Property and is also entitled *vide* the Lease Deed, to enter into this Agreement alongwith the Promoters, without being required to make BDA, a Party hereto; the requisite authority and the Promoters have the rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.

(iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Property, the Said Unit, the Said Block/Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees;

(vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Transferees/Allottees created herein, may prejudicially be affected;

(vii) The Promoters have not entered into any agreement for Transfer and/or any other agreement / arrangement with any person or party with respect to the Said Unit which will, in any manner, affect the rights of Transferees/Allottees under this Agreement;

(viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Said Unit to the Transferees/Allottees in the manner contemplated in this Agreement;

(ix) At the time of execution of the Deed Of Transfer/Sub Lease the Promoters shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Transferees/Allottees and the Common Areas of the Real Estate Project to the association of Transferees/Allottees, upon the same being formed and registered;

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

(xi) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common

Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the Transferees/Allottees and the association of Transferees/Allottees or not;

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

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

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

(i) Promoters fails to provide ready to move in possession of the Apartment to the Transferees/Allottees within the time period specified in Clause 7.1. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Schedule D** of this Agreement, and for which completion certificate, has been issued by the competent authority;

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

9.2. In case of Default by Promoters under the conditions listed above, Transferees/Allottees is entitled to the following:

(i) Stop making further payments to Promoters as demanded by the Promoters. If the Transferees/Allottees stop making payments the Promoters shall correct the situation by completing the construction milestones and only thereafter the Transferees/Allottees be required to make the next payment without any interest; or

(ii) The Transferees/Allottees shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Transferees/Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Transferees/Allottees registering the deed of cancellation in respect of the Said Unit and Appurtenances;

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

9.3. The Transferees/Allottees shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Transferees/Allottees fail to make payment to the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Transferees/Allottees shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribed in the Rules;



(ii) In case of Default by Transferees/Allottees under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoters in this regard, the Promoters, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Transferees/Allottees and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Unit and Appurtenances and upon retransfer of the Said Unit and Appurtenances i.e. upon the Promoters subsequently transferring the Said Unit and Appurtenances to another Transferees/Allottees and receipt of the price thereon, the Promoters shall after adjusting the booking amount, refund to the Transferees/Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Transferees/Allottees shall have no claim of any nature whatsoever on the Promoters and/or the Said Unit and Appurtenances and the Promoters shall be entitled to deal with and/or dispose off the Said Unit and Appurtenances in the manner it deems fit and proper.

#### **10. DEED OF TRANSFER/SUB LEASE OF THE SAID UNIT:**

The Promoters, on receipt of Total Price of the Said Unit and Appurtenances from the Transferees/Allottees, shall execute a Deed Of Transfer/Sub Lease drafted by the Promoters' legal advisors and convey the title of the Said Unit and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Transferees/Allottees:

However, in case the Transferees/Allottees fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Transferees/Allottees authorize the Promoters to withhold registration of the Deed Of Transfer/Sub Lease in his/her favour till payment of stamp duty and registration charges and the Transferees/Allottees shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

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

The Promoters 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 Transferees/Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Transferees/Allottees (to the Promoters) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of Transferees/Allottees and thereafter to the association of Transferees/Allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Transferees/Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Transferees/Allottees of the Project including those mentioned in **Schedule H** below (**Common Expenses/Maintenance Charges**).

#### **12. DEFECT LIABILITY:**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for Transfer relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Transferees/Allottees from the date of obtaining the completion certificate, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of

Promoters' failure to rectify such defects within such time, the aggrieved Transferees/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Transferees/Allottees and/or any other Transferees/Allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Transferees/Allottees and/or any other Transferees/Allottees/person in the Real Estate Project and/or the Whole Project and/or the Township Property. The Transferees/Allottees is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoters' obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Transferees/Allottees and/or the association of Transferees/Allottees shall have no claim(s) of whatsoever nature against the Promoters in this regard

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoters/maintenance agency/association of Transferees/Allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Transferees/Allottees agree to permit the association of Transferees/Allottees and/or maintenance agency to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **14. USAGE:**

**Use of Basement and Service Areas :** The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Transferees/Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Transferees/Allottees formed by the Transferees/Allottees for rendering maintenance services.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

15.1. Subject to Clause 12 above, the Transferees/Allottees shall, after taking possession, be solely responsible to maintain the Said 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 Said Block/Building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block/Building is not in any way damaged or jeopardized.

15.2. The Transferees/Allottees further undertake, assure and guarantee that he/she/they would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Block/Building or anywhere on the exterior of the Project, blocks/buildings therein or Common Areas. The Transferees/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 Transferees/Allottees shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the Said Block/Building. The Transferees/Allottees shall also not remove any wall including the outer and load bearing wall of the Said Unit.

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

15.4 In addition to the aforesaid, the Transferees/Allottees hereby agree to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a residential apartment/bungalow/plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### **17. ADDITIONAL CONSTRUCTIONS:**

The Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

#### **18. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

#### **19. APARTMENT OWNERSHIP ACT:**

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

#### **20. BINDING EFFECT:**

Forwarding this Agreement to the Transferees/Allottees by the Promoters does not create a binding obligation on the part of the Promoters or the Transferees/Allottees until, firstly, the Transferees/Allottees sign and deliver 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 Transferees/Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoters. If the Transferees/Allottees fail to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Transferees/Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Transferees/Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Transferees/Allottees, application of the Transferees/Allottees shall be treated as cancelled and all sums deposited by the Transferees/Allottees in connection therewith including the booking amount shall be returned to the Transferees/Allottees without any interest or compensation whatsoever.

#### **21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Unit/ plot/building, as the case may be.

#### **22. RIGHT TO AMEND:**

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

#### **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON TRANSFEREES/ALLOTTEES/ SUBSEQUENT TRANSFEREES/ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Transferees/Allottees of the Apartment, in case of a transfer, as the said obligations go alongwith the Apartment for all intents and purposes.

#### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

#### **25. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Transferees/Allottees have to make any payment, in common with other Transferees/Allottees in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Transferees/Allottees, after the Agreement is duly executed by the Transferees/Allottees and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub Registrar Burdwan. Hence this Agreement shall be deemed to have been executed at Burdwan.

**29. NOTICES:**

That all notices to be served on the Transferees/Allottees and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Transferees/Allottees or the Promoters by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

**30. JOINT TRANSFEREES/ALLOTTEES:**

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

### **31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Transferees/Allottees in respect of the apartment, plot or block/building, as the case may be, prior to the execution and registration of this Agreement for Transfer for such apartment, plot or block/building, as the case may be, shall not be construed to limit the rights and interests of the Transferees/Allottees under the Agreement for Transfer or under the Act or the rules or the regulations made thereunder; provided however that the aforesaid provisions mentioned in this Clause shall not impact and/or invalidate any correspondence or agreement made contemporaneously or hereafter between the Parties and such correspondence/agreement made shall be binding on the Parties.

### **32. GOVERNING LAW:**

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

### **33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

### **34. REQUEST BY TRANSFEREES/ALLOTTEES TO REGISTER THIS AGREEMENT:**

The Transferees/Allottees have gone through the contents of this Agreement in detail and due to their personal problem are unable to remain present at the time of registration and they have requested the Transferor and the Promoters to register this Agreement without being personally present at the time of registration. However, they have put the signature, photograph in the accompanying 'Specimen Form Ten Finger Prints'/Form no. 4, as mentioned under Section 69 of the Registration Rules, 1962, and as such it is deemed that the Transferees/Allottees have agreed to all the terms and conditions and the covenants mentioned in this Agreement.

**SCHEDULE 'A'**

**Part I**

**(Township Property)**

**ALL THAT** 76.36 Acres of land at MiouzaKamnara, J.L. No. 49, Sheet No. 2 and MouzaMirzapur, J.L. No.66, Sheet No.1, Police Station. Burdwan, District PurbaBardhaman

SL. No.	Mouza	J.L. No.	Plot Nos.	R.S. Khatian No.	Area (In Acres)
1	Mirzapur	66	386	3828	0.35
2	Mirzapur	66	6059	2407/3828	0.48
3	Mirzapur	66	461	2407/3828	1.60
4	Mirzapur	66	441	1294/3828	12.18
5	Mirzapur	66	443	3828	0.75
6	Mirzapur	66	544	2407/3828	0.30
7	Mirzapur	66	394	3828	2.57
8	Mirzapur	66	392	2407/3828	0.10
9	Mirzapur	66	390	3828	0.07
10	Mirzapur	66	393	3828	0.52
11	Mirzapur	66	388	3828	0.12
12	Mirzapur	66	6060	3828	0.55
13	Mirzapur	66	385	3828	0.59
14	Mirzapur	66	447	2407/3828	6.08
15	Mirzapur	66	448	3828	1.31
16	Mirzapur	66	452	3828	1.17
17	Mirzapur	66	453	2130- 3828	4.09
18	Mirzapur	66	459	610/181/3828/402 4/4223	2.33
19	Mirzapur	66	462	917/1640/1642/17 95/1825/1903/208 4/3828	0.26
20	Mirzapur	66	539	3828	0.07
21	Mirzapur	66	460	3828	0.10
22	Kamnara	49	1920	563/986-1/1219	7.20
23	Kamnara	49	2200	563/1219	1.80
24	Kamnara	49	2180	563/1219	9.81

25	Kamnara	49	2095	563/1219	0.78
26	Kamnara	49	2093	1219	0.66
27	Kamnara	49	2133	563/1219	1.28
28	Kamnara	49	2143	177/210/289/1219	0.26
29	Kamnara	49	2092	1219	0.22
				<b>Total:</b>	<b>57.60</b>

SL. No.	Mouza	J.L. No.	Plot Nos.	R.S. Khatian No.	Area (In Acres)
1	Mirzapur	66	387	1	0.52
2	Mirzapur	66	389	1	0.66
3	Mirzapur	66	391	1	0.54
4	Mirzapur	66	322	1	5.45
5	Mirzapur	66	440	1	1.06
6	Mirzapur	66	442	1	0.61
7	Mirzapur	66	438	1	0.87
8	Mirzapur	66	439	1	2.36
9	Mirzapur	66	445	1	3.35
10	Mirzapur	66	446	1	1.66
11	Mirzapur	66	6067	1	1.00
12	Mirzapur	66	540	1	0.12
13	Mirzapur	66	435	1	0.28
					<b>18.48</b>
14	Kamnara	66	2091	1	0.28
					0.28
				<b>Total:</b>	<b>18.76</b>



**Total Area of land in Township Project Area**

<b>Mirzapur</b>	Private Land	35.59 acres	54.07 acres
	Vested Land	18.48 acres	
<b>Karnnara</b>	Private Land	22.01 acres	22.29 acres
	Vested Land	0,28 acres	
<b>Total:</b>			<b>76.36 acres</b>

**Part I**

**The Instant Plot**

ALL THAT the piece and parcel of demarcated land measuring an aggregate area of 14.03 acres more or less lying and situate in two different mouzas respectively at Mouza Kamnara, J.L No. 49, Sheet No. 2 being portion of R.S Dag No. 1920, under R.S Khatian No. 563/986/1219, having an area about 7.2 acres; and being a portion of R.S Dag No. 1920/2180 in R.S Khatian No. 563/1219 having an area of 2.89 acres; and being a portion of R.S Dag No. 1920/2133 in R.S Khatian No. 563/1219 having an area of 1.28; being a portion of R.S Dag No. 1920/2200 in R.S Khatian No. 563/1219 having an area of 1.8 acres; and being a portion of R.S Dag No. 1920/2143 in R.S Khatian No. 177/210/389/1219 having an area of .26 acres and also at Mouza Mirzapur, J.L No. 66, Sheet No. 1 being portion of R.S Dag No. 447 in R.S Khatian No. 2407/3828 having an area about 0.6 Acres under P.S Burdwan, A.D.S.R.O - Burdwan, District Purba Burdwan, within the Local Limits of Kethiya Gram Panchayet.

**SCHEDULE 'B'**

**(Said Unit And Appurtenances)**

- (a) The Residential Apartment/Bungalow/Plot No. \_\_\_\_, on the \_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, in Block/Building No. \_\_\_\_\_
- (b) The Said Parking Space, being the right to park 1 (one) medium sized car in the Multi Level Car Parking admeasuring 135 (one hundred and thirty five) square feet, in the Said Complex; or
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in the **Schedule E** below, as

be attributable and appurtenant to the Said Unit, subject to the terms and conditions of this Agreement;

and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Unit.

**SCHEDULE 'C'**

The Total Price payable\_\_\_\_\_.

**(Payment Plan)**

Payment Schedule for Block/Building No. \_\_\_\_\_

Payment Schedule	Percentage of Amount (Rs.)
On Application	Rs.1,00,000/-
On Allotment of Said Unit	10% of total consideration (less Booking Amount) + applicable GST
On Execution of Agreement for Sale	10% of total consideration + applicable GST
On Commencement of Piling of the Said Block/ Building	10% of total consideration + applicable GST
On Completion of Ground Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 2nd Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 6th Floor Roof Casting	10% of total consideration + applicable GST
	10% of total consideration + applicable GST
	10% of total consideration + applicable GST
Roof Casting	5% of total consideration + applicable GST
On Completion of	5% of total consideration + applicable GST
On Completion of Flooring of the Said Unit	5% of total consideration + applicable GST
On Offer of Possession	5% of total consideration + applicable GST + Extra Charges

In addition to the Total Price, the Allottees shall also pay to the Promoters, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

<b>Electricity:</b> obtaining HT/LT electricity supply from the supply agency, which is	
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Rs. 130/- per sq ft on Carpet Area/- (Rupees one hundred and thirty) per square feet, based on the carpet area of Said Unit, to the Promoters.	
<b>Electricity Meter for Common Areas:</b> security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoters.	
<b>Generator:</b> stand-by power supply to the Said Unit from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoters	
<b>Betterment Fees:</b> betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Township Property or the Said Unit And Appurtenances or its transfer in terms hereof, proportionately, to the Promoters.	
<b>Legal Fees, Stamp Duty and Registration Costs:</b> The fee is Rs. 20,000/- (Rupees twenty thousand). Stamp duty, registration fees, fixed miscellaneous expenses of Rs. 5,000/- (Rupees five thousand) for registration and all other fees and charges, if any, shall be borne by the Transferees/Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoters, who shall do all accounting with the Legal Advisors.	
<b>Maintenance Charges for Common Areas:</b> the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Further, Common Area Maintenance (CAM) deposit @ Rs. 27/- (Rupees twenty seven) per square feet on Carpet area of the Said Unit shall be paid by the Transferees/Allottees prior to the date of handover of possession of the Said Unit.	

## SCHEDULE 'D'

### Specifications

(Which Are Part Of the Said Unit)

#### Structure

Earthquake resistant RCC framed structure with monolithic concreting Internal Walls

RCC/ACC wall over laid with white cement putty.

#### Doors

Doors with tough timber frames and solid-core flush shutters.

#### Windows

Aluminum frames with fully glazed shutters and quality fittings.

#### Flooring

Vitrified tile flooring in all Bedrooms, Living/Dining Room.

**Kitchen**

*Floor*

Ceramic tiles

*Counter Tops*

Granite with steel sink

*Dados*

Ceramic tiles up to a height of 2' (two) feet from the counter top.

**Toilet**

Floor

Anti - skid tiles

Dados

Ceramic tiles upto a height of 7' (seven) feet

**Sanitary ware**

White, high quality porcelain fittings. Chromium-plated fittings.

**Electricals**

Superior Quality concealed copper wiring with the latest modular switches.

**Telephone Wiring**

Central distribution console, networked with all Apartments.

**Exterior**

Weather-proof exterior finish.

**SCHEDULE 'E'**

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
  - Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/Building
  - Roof Area
  - CCTV
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block/Building, if any
  - Fire-fighting system in the Said Block/Building
- External walls of the Said Block/Building
  - Stair Room
  -

**SCHEDULE 'F'**

**(Whole Project Included Amenities)**

*( Being description of the common areas, facilities and amenities in the Whole Project that may be used by the Transferees/Allottees on a non-exclusive basis along with transferees/allottees/occupants in the Whole Project and the buildings upon outside the Township Property but within the Original Township Property )*

Sl. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Skywalk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

**SCHEDULE 'G'**

**(Covenants)**

The Transferees/Allottees covenant with the Promoters (which expression includes the body of apartment transferees of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (**Association**)), wherever applicable) and admit and accept that:

1. **Satisfaction of Transferees/Allottees:** The Transferees/Allottees are acquainted with, fully aware of and is thoroughly satisfied about the title of the Transferor, right and entitlement of the Promoters, the sanctioned plans, all the background papers, the right of the Transferor and the Promoters to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Transferees/Allottees and the negative covenants mentioned in this Agreement and the Transferees/Allottees hereby accept the same and shall not raise any objection with regard thereto.

2. **Transferees/Allottees Aware of and Satisfied with Common Areas and Specifications:** The Transferees/Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Transferees/Allottees have examined and is acquainted with the Said Complex and has agreed that the Transferees/Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Township Property and/or the Whole Project **save and except** the Said Unit And Appurtenances.

3. **Facility Manager:** The Promoters shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Transferees/Allottees shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Transferees/Allottees and it shall be deemed that the Facility Manager is rendering the services to the Transferees/Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees/Allottees of the Said Complex/Whole Project.

4. **Transferees/Allottees to Mutate and Pay Rates & Taxes:** The Transferees/Allottees shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively “ **Rates & Taxes**”)(proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Unit And Appurtenances and until the Said Unit And Appurtenances is separately mutated and assessed in favour of the Transferees/Allottees, on the basis of the bills to be raised by the Promoters/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Transferees/Allottees in respect thereof **and** (2) have mutation completed at the earliest. The Transferees/Allottees further admit and accept that the Transferees/Allottees shall not claim any deduction or abatement in the bills of the Promoters/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. **Transferees/Allottees to Pay Common Expenses/Maintenance Charges:** The Transferees/Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Transferees/Allottees in respect thereof. The Transferees/Allottees further admit and accept that (1) the Transferees/Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. **Transferees/Allottees to Pay Interest for Delay and/or Default:** The Transferees/Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoters/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Transferees/Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoters/the Facility Manager/the Association (upon formation), as the case may be. The Transferees/Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Transferees/Allottees and the Transferees/Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Promoters' Charge/Lien:** The Promoters shall have first charge and/or lien over the Said Unit And Appurtenances for all amounts due and payable by the Transferees/Allottees to the Promoters **provided however** if the Said Unit And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoters shall stand extinguished on the financial institution clearing all dues of the Promoters.

8. **No Obstruction by Transferees/Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoters shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Transferees/Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Transferees/Allottees due to and arising out of the said construction/developmental activity. The Transferees/Allottees also admit and accept that the Promoters and/or employees and/or agents and/or contractors of the Promoters shall be entitled to use and utilize the Common Areas for movement of block/building materials and for other purposes and the Transferees/Allottees shall not raise any objection in any manner whatsoever with regard thereto.

9. **No Rights of or Obstruction by Transferees/Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoters shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Variable Nature of Land Share and Share In Common Portions:** The Transferees/Allottees fully comprehend and accept that ( 1) the Share In Common Areas is a notional proportion that the Said Unit bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/ Real Estate Project is recomputed by the Promoters, then the Share In Common Areas shall vary accordingly and proportionately and the Transferees/Allottees shall not question any variation (including diminution) therein (3) the Transferees/Allottees shall not demand any refund of the Total Price paid by the Transferees/Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Transferees/Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoters, in its absolute discretion.

11. **Transferees/Allottees to Participate in Formation of Association and Apex Body:** The Transferees/Allottees admit and accept that the Transferees/Allottees and other intending Transferees/Allottees of apartments in the Said Complex shall form the Association and the Transferees/Allottees shall become a member thereof. Further, the Association shall be bound to form

a common maintenance body with all similar associations of all block/building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Transferees/Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Transferees/Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment Transferees/Allottees will be entitled to cast a vote irrespective of his/her/its/their size of Apartment. The Transferees/Allottees further admit and accept that the Transferees/Allottees shall ensure and not object to the Association joining the Apex Body.

**12. Obligations of Transferees/Allottees:** The Transferees/Allottees shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances and the Common Areas from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other apartment Transferees/Allottees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferees/Allottees 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 Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Promoters/the Facility Manager/the Association (upon formation). The Promoters shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Transferees/Allottees.

(e) **Residential Use:** use the Said Unit for residential purpose only. Under no circumstances shall the Transferees/Allottees use or allow the Said Unit to be used for commercial, industrial or other non-residential purposes. The Promoters shall also not use or allow the Said Unit to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Unit and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit. In the event the Transferees/Allottees makes any alterations/changes, the Transferees/Allottees shall compensate the Promoters /the Association (upon formation) (as the case may be) as estimated by the Promoters /the Association (upon formation) for restoring it to its original state.



(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Common Areas or the Said Block/Building. The Transferees/Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Transferees/Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Transferees/Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoters. Grills may only be installed by the Transferees/Allottees on the inner side of the doors and windows of the Said Unit. The Transferees/Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoters, it being clearly understood by the Transferees/Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Transferees/Allottees shall install the out-door unit of the same either inside the Transferees/Allottees' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Transferees/Allottees shall also not install any collapsible gate on the main door/entrance of the Said Unit. The Transferees/Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Unit And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark of the Transferor/Promoters 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 Said Unit and if the Transferees/Allottees do so, the Transferees/Allottees shall be liable to pay damages to the Promoters and shall further be liable for prosecution for use of the mark.

(k) **No Nuisance and Disturbance:** not use the Said Unit or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Promoters/Facility Manager/Association/ Apex Body:** not obstruct the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoters in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Unit and the Said Parking Space, if any).

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefore.

(q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Said Parking Space, if any.

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Unit/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Transferees/Allottees from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:** not install or keep or run any generator in the Said Unit and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Unit.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Transferees/Allottees and/or family members, invitees or servants of the Transferees/Allottees, the Transferees/Allottees shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Unit.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Unit and/or the Common Areas, as per statutory requirements. The Transferees/Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Unit and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Unit shall always remain exposed and the Transferees/Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Transferees/Allottees hereby confirms that the Transferees/Allottees shall not violate any terms of the statutory requirements/fire norms.

**12.1 Notification Regarding Letting/Transfer:** If the Transferees/Allottees let out or sell the Said Unit And Appurtenances, the Transferees/Allottees shall immediately notify the Facility Manager/the

Association (upon formation)/the Apex Body (upon formation) of the tenant's/ Transferees/Allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Unit And Appurtenances, the Allottee shall obtain a No Objection Certificate ( **Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

**12.2 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Transferees/Allottees have accepted the scheme of the Promoters to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Township Property/Proposed Adjoining Land and hence the Transferees/Allottees have no objection to the continuance of construction in the other portions of the Township Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Transferees/Allottees shall not raise any objection to any inconvenience that may be suffered by the Transferees/Allottees due to and arising out of the said construction/developmental activity.

**12.3 No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Transferees/Allottees shall not have any right in the other portions of the Township Property/the Proposed Adjoining Land/the Said Complex and the Transferees/Allottees shall not raise any dispute or make any claim with regard to the Promoters either constructing or not constructing on the said other portions of the Township Property/the Proposed Adjoining Land/the Said Complex.

**12.4 Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all Transferees/Allottees of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoters with right of exclusive transfer and the Transferees/Allottees specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoters shall always have the right of further construction on the entirety of the top roof and the Transferees/Allottees specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Transferees/Allottees/transferees of the Said Block/Building.

**12.5 Hoardings:** The Promoters shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoters are permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoters may in its sole discretion deem fit on the Township Property and on the façade, terrace, compound wall or other part of the blocks/buildings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide hoarding/board sites.

**12.6 Transfer of Common Areas to Association:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the land comprised in the Project Property and/or Township Property or any part thereof are required and to be transferred to the Association (upon formation) of Transferees/Allottees, then the Promoters and/or the Transferor, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Transferees/Allottees of the Project (including the Allottee

herein) proportionately and the Promoters and/or the Transferor shall not be liable therefor in any manner whatsoever and the Allottee and the other Transferees/Allottees shall keep the Promoters and the Transferor fully indemnified with regard thereto.

**12.7 No Objection To Transferees Of Original Township Property:** Notwithstanding anything elsewhere to the contrary herein contained and subject to the terms of the Supplementary Agreement, it is expressly agreed, understood and clarified that the Allottees shall not raise any objection upon an allottee of any apartment in any of the buildings erected upon any portion outside the Township Property but within the Original Township Property, being constructible/constructed by the Transferor and/or any party authorized by the Transferor for the such construction; from taking membership of the Said Club and using the Shared Infrastructure (defined in the Supplementary Agreement) included in but not limited to the Common Areas Of the Real Estate Project and the Whole Project Included Amenities.

### **13. Said Club:**

13.1 The Promoters have decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all Transferees/Allottees of the Whole Project. It is clarified that (1) the decision of the Promoters as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Transferees/Allottees and (2) the Transferees/Allottees hereby unconditionally accept the proposed usage of the Said Club by the other transferees/allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other transferees/allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

**13.2 Membership Obligation of Transferees/Allottees:** Membership of the Said Club being compulsory for all Transferees/Allottees of the Whole Project, the Transferees/Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Transferees/Allottees under this Agreement is more than 1 (one), as be nominated *inter se* among the Transferees/Allottees) agree to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Transferees/Allottees understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Transferees/Allottees) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Transferees/Allottees of the club scheme shall be a condition precedent to completion of Transfer of the Said Unit And Appurtenances in terms of this Agreement.

**13.3 Membership Scheme of Said Club:** The Transferees/Allottees understand and accept that (1) membership of the Said Club shall be open only to the Transferees/Allottees of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of tranferees/Transferees/Allottees of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Transferees/Allottees is a body corporate, it will be required to nominate 1 (one) occupier of the Said Unit, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of transfer of the Said Unit, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as

per the rules and regulations of the Said Club then in force **and (7)** if a Transferees/Allottees let out his/her/its/their apartment, he/she/it/they may request a temporary suspension of his/her/its/their usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her/its/their membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Transferees/Allottees.

**13.4 Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Transferees/Allottees understand and accept that the Promoters shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoters.

**13.5 Commencement of Operation of Said Club:** The Promoters reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Transferees/Allottees understand and accept that the Completion Date of the Said Unit and/or Completion Date of the Said Block/Building have no connection and correlation with the Said Club becoming operational and the Transferees/Allottees shall not raise any claim or objection in this regard.

**13.6 Club Manager:** The Transferees/Allottees understand and accept that the Said Club (at the sole discretion of the Promoters) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoters, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Transferees/Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoters and the Transferees/Allottees of the Said Complex shall have no right to replace the Club Manager.

**13.7 Membership Fee, Security Deposit and Monthly Subscription:** The Transferees/Allottees understand and accept that (1) the Transferees/Allottees do not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Transferees/Allottees may have to pay separate amounts towards membership fee (2)the Transferees/Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and ( 3) the Transferees/Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Transferees/Allottees resides at the Said Unit, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoters and this shall be in addition to the Common Expenses/Maintenance Charges.

**13.8 User Charge:** The Transferees/Allottees understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

**14. Nomination:** The Transferees/Allottees admit and accept that before the execution and registration of Deed Of Transfer/Sub Lease of the Said Unit And Appurtenances, the Transferees/Allottees will be entitled to nominate, assign and/or transfer the Transferees/Allottees' right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoters) as nomination charge to the Promoters **subject to** the

covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Transferees/Allottees shall make payment of all dues of the Promoters in terms of this Agreement, up to the time of nomination.

(b) The Transferees/Allottees shall obtain prior written permission of the Promoters and the Transferees/Allottees and the nominee shall be bound to enter into a tripartite agreement with the Transferor and the Promoters.

(c) The Transferees/Allottees shall pay an additional legal fee of Rs. 10,000/- (Rupees ten thousand) to the Promoters' legal advisors towards the tripartite Nomination Agreement.

(d) Subject to the approval and acceptance of the Promoters **and subject to** the above conditions, the Transferees/Allottees shall be entitled to nominate, assign and/or transfer the Transferees/Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

## SCHEDULE 'H'

### (Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Transferees/Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Transferees/Allottees.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

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

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[Transferor]

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[Promoters]

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[Allottees]

**Drafted by:**

**Advocate**

**High Court at Calcutta**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bhavnani Developers Pvt. Ltd.

✓ A.K. Bhunia

**Director**