

AGREEMENT

THIS AGREEMENT ("Agreement") executed on this _____ day of _____, **2024**

BY AND BETWEEN

MANI REALTY PROJECTS PRIVATE LIMITED (PAN AALCS6142H; CIN U45400WB2008PTC22273), an existing Company within the meaning of the Companies Act, 2013 , having its Registered Office at IT-9, Ninth Floor, "Mani Square" 164/1, Manicktala Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata 700054, represented by its _____, Mr. _____ (PAN _____) son of _____, working for gain at No. _____, duly authorized vide a Board of Resolution dated _____, hereinafter referred to as "**the PROMOTER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and interest, nominees and/or assigns) of the **ONE PART**

AND

hereinafter referred to as "**the ALLOTTEE**" of the **OTHER PART**:

The Promoter and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in

Annexure "A" hereto shall have the meaning assigned to them as therein mentioned.

- B. Larger Premises: Chowringhee Residency Private Limited** a Company having its Registered Office at 42B, Chowringhee Road, Kolkata 700071 (hereinafter referred to as "**CRPL**") is the absolute owner of **All That** the present municipal premises Number.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos. 42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071, containing an aggregate land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Sub- Registration Office Kolkata within Ward No. 063 of The Kolkata Municipal Corporation, morefully and particularly mentioned and described in **Part-I of the First Schedule** hereunder written (and hereinafter for the sake of brevity referred to as "the **Larger Premises**"). To facilitate phased developments, the Western Portion of the said Larger Premises is physically separated from the North Eastern Portion thereof. The Western side property, as hereinafter defined, **is not the subject matter of these presents**, and has already been developed and is being dealt with in favour of the various allottees.

The devolution of title of the said CRPL to the said Larger Premises is set out in the **Sixth Schedule** hereunder written.

- C. Said Premises:** The divided and demarcated portion on the **North Eastern Portion** of said Larger Premises No.42B Chowringhee Road containing a land area of 35 Cottahs 15 Chittacks and 35 sq.ft. more or less morefully and particularly mentioned and described in **Part-II**

of the First Schedule (and hereinafter for the sake of brevity referred to as "the **said Premises**") **is the property being developed by the Promoter.**

- D. **Western Portion:** The divided and demarcated portion of the said Larger Premises on the **Western side** thereof containing a land area of 178 Cottahs 11 Chittacks 43 Square Feet more or less (hereinafter for the sake of brevity referred to as "the **Western Portion**"), is excluded from the purview and ambit of these presents, whereat the said CRPL has already constructed and completed a project, and which shall continue to be owned held and possessed by the said CRPL and/or its transferees solely exclusively and absolutely with the right to use enjoy further develop transfer deal with and dispose off the same, as the said CRPL may deem fit and proper in its absolute discretion.

It is expressly agreed understood and clarified that barring some shared services as mentioned in the sale deeds executed in favour of the allottees of flats/ apartments in the Western Portion, both the **said Premises** and the said **Western Portion** are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate & exclusive and independent of each other, notwithstanding the fact that a single/composite plan has been sanctioned for both the properties and the floor area ratio (FAR) available to the said Larger Premises (including the FAR additionally available under Rule 69A of the KMC Building Rules, 2009) has been utilised in such sanction and that the sanctioned areas in the respective buildings at the said Premises and the Western Portion are not commensurate with the earmarked respective land areas.

Accordingly, the rights of the allottees / owners / lessees of flats, apartments, units etc., in the land shall remain restricted to their respective exclusive properties in which their flats, apartments, units etc., shall be situated.

Further, it is clarified that that the common header lines, municipal sewerage pipelines, water pipelines, electric lines and other low current and gas lines connections installations facilities amenities and utilities, which are common to both the said Premises and the said Western Portion, may or are likely to pass under the 5 (five) metre wide strip of land, which forms part of the said Western Portion, the consent wherefor has been obtained by the said CRPL from the allottees / purchasers of the flats / apartments / units of the project at the said Western Portion.

- E. **Plan :** The Kolkata Municipal Corporation had granted permission and/or approved plans to construct buildings at both the said Premises and the Western Portion vide Building Permit No.2012070138 dated 1st August 2012 as superseded by Building Permit No.2012070281 dated 14th December 2012, which was renewed by The Kolkata Municipal Corporation vide its Order dated 16th March 2018 for further 5 years (w.e.f. 14th December 2017) as superseded by Building Permit No.2018070238 dated 18th January 2019 and further revised under Rule 26(2a) and (2b) of the KMC Building Rules, 2009 on 06.04.2021 and the said plan was to be treated as part and parcel and contiguous to BS Plan No. 2018070238 dated 18.01.2019. The Kolkata Municipal Corporation has also granted permission and/or approved plan for development / construction of a new building at the said Premises
{[having 2 Basements, a Ground Floor and 42 Upper Floors with each floor [except parking and service floors] having only One Flat /

Apartment, and a few duplexes / triplexes]], bearing Building Permit No.2022070139 dated 07.11.2022 as superseded by Building Permit No. 2023070177 dated 05.12.2023. In the said plan the *Promoter* has availed additional FAR available on account of "Metro Corridor".

The Promoter intends to modify the said sanctioned plan by availing and consuming the FAR likely to be made available on account of clubbing of the metro rail FAR along with the "Green Building" FAR resulting in construction of 11 (eleven) additional floors on the said Building and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Building has been planned and/or established to take the entire load of additional floors.

- F. **Project at Western Portion completed:** The said CRPL has completed the construction of the project at the Western Portion in accordance with the Plan sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued a Full Completion Certificate in respect thereof vide Completion Case No. 2021070001 dated 26.04.2021.
- G. **Sale Agreement :** By an Agreement for Sale dated 28th September 2022 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No.1, Volume No.1904-2022 Pages 1021266 to 1021356, Being No.190416910 for the year 2022, the said CRPL has agreed to sell convey and transfer the said Premises to the Promoter free from all encumbrances mortgages charges leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens lispens attachments trusts uses debutters wakfs claims demands acquisitions requisitions alignments prohibitions and liabilities whatsoever or howsoever; and with the of benefits of the said

sanctioned Plan and all rights privileges benefits advantages arising therefrom and the right to construct the new building in accordance with the said sanctioned Plan with liberty to the Promoter to have the same re-sanctioned and/or modified and/or altered and/or revalidated whatsoever and/or obtain fresh sanction, for the consideration and on the terms and conditions therein contained (**Sale Agreement**).

Pursuant to the said Sale Agreement, the Promoter made payment of the entire consideration payable thereunder to the said CRPL and the said CRPL delivered khas peaceful vacant physical possession of the said Premises to the Promoter and the deed of conveyance shall be entered into with CRPL.

Under the said Sale Agreement, it has *inter alia* been agreed by and between the parties thereto as follows:

- * That the sale and transfer therein envisaged shall be completed at any time thereafter, at the Promoter's option and discretion, by execution and registration of the Deed of Conveyance by the said CRPL in favour of the Promoter herein and/or its nominee or assign as and when desired by the Promoter, the draft of such conveyance having been approved by the Parties thereto and a copy whereof is thereto annexed.
- * With effect from the date of the agreement the Promoter would have the full power liberty and entitlement to do all or any of the following acts deeds and things and on such terms and conditions as the Promoter may in its absolute discretion deem fit and proper:

- a) To demolish the existing building and structures at the said Premises and construct build re-build and/or re-construct new building or buildings and/or other structures at the said Premises or any part thereof and/or make additions or alterations or modifications thereto and to do all acts deeds and things as may be required for the said purposes as per applicable laws.

- b) To sign and execute all plans sketches papers and applications and get the same submitted and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said Premises or any portion thereof and/or for obtaining electricity gas telephone water drainage sewerage etc., and all other utilities and permissions (including lifts, escalators etc.) in the Promoter's own name and/or in the name of the said CRPL.

* The Promoter would be entitled to sell, transfer, lease, assign, mortgage, charge, transfer or part with possession and/or agree to do so, the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and other constructed areas and rights (including advertising, display and signage rights etc.) in the tower and/or building or buildings to be constructed at the said Premises, on such terms and conditions as the Promoter deemed fit and proper and no further consent or permission of the said CRPL would be required therefor. All such transactions would be done by the Promoter in its own name without any way involving the said CRPL.

- * The Promoter would be entitled to receive realise and appropriate all sale proceeds and all other moneys, by whatever name called, derived / received by the Promoter from sale, transfer, lease, assignment, transfer etc., of the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and other constructed areas and rights (including advertising, display and signage rights etc.) in the tower and/or building or buildings to be constructed at the said Premises and all other portions of the said Premises, in its own name.

Further, simultaneously with the execution of the said Sale Agreement, the said CRPL executed and registered a power of attorney in favour of the Promoter and two others individuals named by the Promoter for completion of sale of the said Premises, for mortgaging the said Premises and other purposes. The said Power of Attorney is for consideration and coupled with the Sale Agreement and is irrevocable and said CRPL cannot revoke the same nor attempt to do so.

- H. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- I. The Promoter is fully competent to enter into this Agreement and the Promoter has full right to develop the Project at the Said Premises.
- J. The Kolkata Municipal Corporation has granted permission/right to build as hereinbefore mentioned.
- K. The Promoter and/or the said CRPL has obtained the sanctioned plan for the Project from The Kolkata Municipal Corporation and other

concerned authorities as mentioned in the Definition No.(___) (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as elsewhere herein mentioned as also mentioned in the Definition No.(_____) (being the definition of Plan) hereinbelow.

It is specifically mentioned and clarified that the Promoter intends to modify the said sanctioned plan by availing and consuming the additional FAR likely to be made available on account of clubbing of the "Metro Corridor" FAR with the "Green Building" FAR. Such additional FAR will be consumed firstly by converting all existing sanctioned Duplexes and Triplexes into Simplexes and thereafter by constructing additional floors above the existing sanctioned Building, such additional floors being limited to 11 nos. of floors. In other words, post consumption of such additional FAR, the Building would be a 2B+G+55 storied building instead of the currently sanctioned 2B+G+44 storied building. The Allottee agrees and undertakes not to raise or make any objection with regard thereto and the Allottee hereby consents to the same, which shall be deemed to be consent under the relevant provisions of the Act and the rules made thereunder, particularly under Section 14 of the Act, and no further or separate consent of the Allottee shall be required therefor. It is clarified that the foundation of the Building has been planned and built to take the entire load including those of additional constructions.

- L. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (ActNo.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No._____.
- M. The Allottee had applied to the Promoter to purchase an apartment in

the Project vide application no. _____ dated _____ for

allotment of the **said Unit** described herein and being:

All That Residential Flat / Apartment bearing No._____(in bare shell condition) containing a **Carpet Area** of_____ **Square Feet** [**Built-up Area** whereof being_____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being_____ Square Feet) and **Maintenance Chargeable Area** being_____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the_____ side on the _____ **floor** of the Building and shown in the **Plan** annexed hereto, duly bordered thereon in **"Red"**.

With right to park___ **motor car/s** in the covered space in the **Ground Floor / /_____Floor / Basement No._____** of the Building, exact location whereof has been identified by the Promoter on carparking plan annexed hereto marked "X"

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

Q. The Allottee has examined and got himself fully satisfied about the title of CRPL to the said Premises and the Larger Premises and the rights and interest of the Promoter to the said Premises under the said Sale Agreement, including the right and entitlement of the Promoter to purchase the said Premises in terms of the said Sale Agreement, and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the said Sale Agreement and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards transfer of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. **The Allottee is fully aware of the fact** that the Promoter intends to modify the said presently sanctioned plan for the said Premises as hereinbefore mentioned.

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

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para M;

1.2 The Total Price payable to the Promoter for the Apartment **based on the carpet area** is **Rs._____** (Rupees _____) only ("**Total Price**") as also mentioned in **Part-I** of the **Fifth Schedule**, break up whereof is as follows:

Head	Price
(i) Apartment No _____ in bare shell condition, Floor _____; Carpet Area _____; Built-up Area _____; Maintenance Chargeable Area _____;	Rs. _____
(ii) Preferred Location Charges - Floor Rise;	Rs. _____
	Rs. _____
	Rs. _____
(viii) _____ number and _____ type Car parking (<i>Garage / Covered Parking / Space</i>) at _____ level;	Rs. _____
	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Total Price:	Rs. _____

Explanation :

(i) The Total Price above is the amount payable to the Promoter and includes the booking amount paid by the Allottee to the Promoter towards the Unit;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and CGST, if any as per law and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over possession of the Unit;

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes (i) pro rata share in the Common Areas; and (ii) _____garage(s) / covered parking(s) / and other properties and appurtenances as provided in the Agreement;

(v) The Total Price is calculated on the basis that the Allottee shall acquire absolute ownership of the said Unit, as hereinbefore recited i.e. the

Promoter shall complete the purchase of the said Premises in terms of the said Sale Agreement and in turn convey a freehold, absolute ownership of the said Unit being the subject matter of sale herein to the Allottee.

1.2.1 TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 The Promoter shall, prior to transfer of the said Unit in favour of the Allottee, complete the purchase of the said Premises in its own favour and at its own costs in terms of the said Sale Agreement.

1.2.3 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

- i) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit (if applicable) and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for

maintenance lighting running and operating common areas and installations.

- ii) Legal Documentation Charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, alongwith applicable GST or like taxes payable therefor.
- iii) Towards formation of Maintenance Company / Association, being Rs.50,000/= (Rupees fifty thousand) only per Apartment.
- iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp duty and registration fees on execution and registration of this agreement and of the conveyance deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on the part of the Allottee.

- v) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said Premises proportionately or the said Unit wholly or on its transfer or

construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Allottee within 7 days of the demand being made by the Promoter.

1.2.3 The Allottee shall 30 days before the Day of Commencement of Liability / Deemed Date of possession deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge a sum calculated @Rs. 200/= (Rupees two hundred) only per Square Foot of the Maintenance Chargeable Area of the said Unit as Interest Free Security Deposit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written), to remain in deposit with the Promoter and/or the Maintenance In-charge and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges if any levied in future or becoming payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent

authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 10% (ten Percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which transfer is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals _____ & _____ and Definition No.(_____) (being the definition of Plan) of **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area within the same defined limit, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project as regards to the carpet area and the built-up area of the said unit shall be final and binding on the parties hereto.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the said Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership in the said Unit;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas which is subject to the other provisions hereof, including transfer of Common Areas and Installations in favour of the Association as prescribed by RERA. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants,

maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall transfer undivided proportionate title in the common areas of the Project to the association of allottees (upon registration of the same) as provided in the Act, if and as be feasible;

- (iii) That the computation of the price of the said Unit includes recovery of price of land, construction of [not only the said Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the said Unit along with covered parking rights , Balcony / Verandah / Open Terrace etc., as applicable, shall be treated as a single indivisible unit for all purposes.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected

from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, 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 and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____(Rupees _____) only (in short "the **Booking Amount**") as booking amount being **10% (ten percent)** of the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement , the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "Mani Reality Projects Private Limited" payable at **Kolkata**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and Rules and Regulations made thereunder or any statutory amendments (s)/ modification

(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the

Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

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

5. TIME IS OF ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications, of the Apartment and accepted the Payment Plan, floor plans, layout plans (as mentioned in **Third Schedule** herein) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals ___ & ___ and Definition No.(_____) (being the definition of Plan) of the **Annexure "A"** hereto.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit on or before **31st December 2027**, with an additional grace period of 6 (six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic / epidemic or any other calamity caused by nature or Court Order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee

agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within 30 days from the date of issue of such notice and the Promoter shall give possession of the said Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided Further That** the Promoter shall not be liable to deliver possession of the said Unit to the Allottee nor to execute the Conveyance Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The

Allottee, agree(s) to pay the maintenance charges as determined by the Promoter / association of allottees, as the case may be. The Promoter shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the completion / occupancy certificate, as applicable, of the Projector part thereof.

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

7.2.2 It is further agreed that even prior to the completion of the said Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of charges for various utilities like electricity generator water lifts etc., as be determined by the Promoter.

7.3 Failure of Allottee to take Possession of the said Unit: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.40/= (Rupees forty) only per Square Foot per month of the Maintenance Chargeable Area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 Possession by the Allottee – After obtaining the completion certificate and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after transfer of the said Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute and register all necessary cancellation related documents required by the Promoter.

7.6 Compensation

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

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

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules (presently being Lowest State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the said Unit which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Promoter is entitled to and presently has right to purchase the said Land as hereinbefore recited; the Promoter has requisite rights to carry out development upon the said Land in the manner hereinbefore recited and absolute, actual, physical and legal possession of the said Land for the project;

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

(iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the Project / said Premises and shall be at liberty to create further mortgages and/or charges in respect of the Project / said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

It is however specifically mentioned that the said Project is presently subject to charge in favour of Piramal Capital & Housing Finance Ltd.

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

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

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

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

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the said Unit to the Allottee in the manner contemplated in this Agreement;

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

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the said Property is not a Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide possession of the Apartment to the Allottee as herein agreed within the time period specified;

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

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

(i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards acquiring of the said Unit, along with interest at the rate specified in the Rules (presently being Lowest State Bank of India PLR plus 2% per annum) within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules (presently being Lowest State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

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

(i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been

issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the said Unit in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to transfer of the said Unit by the Promoter to the new transferee and the amounts have been received by the Promoter from the new transferee thereof.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of complete amount of the Price of the said Unit under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and transfer the said Unit together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the completion / occupancy certificate, as applicable.

However, the Promoter may require execution of the Conveyance Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the Conveyance Deed simultaneously with such delivery of possession.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

The Common Areas and Installations are intended to be transferred by the Promoter in favour of the Association, of which the Allottee shall be a member, as mandated by law, and the Allottee hereby consents to the same and the Allottee and all other allottees shall do all acts deeds and things in connection therewith and bear and pay all stamp duty registration fees and other charges proportionately, if and as applicable, and accordingly the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable). The Allottee and the other allottees shall keep the Promoter fully indemnified with regard to the aforesaid provisions.

11. MAINTENANCE OF THE SAID APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY

It is agreed that in case any structural defect relating to the development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue of completion certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is, however, made clear that in case the Allottee, without first notifying the Promoter and without giving to it the opportunity to inspect assess and determine the nature of the purported structural defect, alters the state and condition of such purported defect, then the Promoter shall be relieved of its obligation to rectify such purported defect and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parkings / mechanical parking spaces and other parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric panel / sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the

basement(s) in any manner whatsoever, other than those earmarked as parking spaces and only if the Allottee has been granted right to park its vehicle thereat, and the common portions / service areas (excluding parking areas) shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT :

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

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

shall also not remove any wall including the outer and the structural / load bearing wall of the Apartment.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan (with the additional FAR) has been approved by the competent authority(ies) except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. It is specifically mentioned that the said Project is presently subject to charge in favour of Piramal Capital and Housing Finance Ltd.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter shall be at liberty to create mortgages and/or charges in respect of the Project / said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

20. APARTMENT OWNERSHIP ACT

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

21 . BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly,

appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee (s) fails to

execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fee as mentioned in the application form.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Registrar / Sub-Registrar, as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

30. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

31. JOINT ALLOTTEES

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

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 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 through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. **JURISDICTION:** The Hon'ble High Court at Calcutta alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.
35. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Apartment / Unit in terms hereof and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment / Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Apartment / Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owners and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter a fee / charge calculated @ 3% of Sale Price or such fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the said Apartment / Unit in his own favour or in favour of his nominee Provided That in case the Allottee shall require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Apartment / Unit before possession of the said Apartment / Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid

transfer / nomination / alienation shall be payable by the Allottee or its transferee.

- a. It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- b. Transfer of the said Unit after the Promoter has executed / caused to be executed the deed of conveyance of the said Apartment / Unit in favour of the Allottee shall not be governed by this clause.

36. OTHER PROVISIONS:

- a. The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the Project / said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Project or the said Premises or the sale conveyance transfer or disposal of the other Units in the Project / Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction or development of the Project or the Said Premises and/or selling conveying transferring and disposing of the other units /apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and

also indemnify the Promoter for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter.

- b. Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Flats / Apartments / units and spaces or store-rooms or constructed areas or parking spaces at the Project / Said Premises.
- c. Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Apartments may have the exclusive open to sky Terrace attached to their respective apartments and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- d. The Allottee shall within 6 (six) months of completion of transfer apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned authorities.
- e. The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- f. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid

and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

- g. The Promoter shall have the right to grant / allot to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the said Premises and also the covered spaces in the Building (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- h. Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, sell, convey, transfer and/or part with the possession of the same and/or to deal with and dispose off the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- i. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell convey transfer deal with or dispose off the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- j. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roof(s) for the time

being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

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

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

- m. For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions and/or NBFCs. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being

assured of all amounts being receivable for transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

- n. The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title/interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.

- o. The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the Project / said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actionsclaims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-

performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- p. The Project / Project at the said Premises shall bear the name "**The 42 @ Middleton**" unless changed by the Promoter from time to time in its absolute discretion.

- q. The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(Larger Premises)

ALL THAT the municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos.42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071 and containing land with structures on a land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Kolkata 700071, under Sub-Registration office Kolkata in Ward No. 063 of the Kolkata Municipal Corporation and shown marked within "**BLUE**" borders on the **First Plan** hereto annexed and butted and bounded in the manner following :-

ON THE NORTH : Partly by Municipal Premises No. 42C Chowringhee Road; Kolkata and partly by the building popularly known as Jeevandeep Building at Premises No. 1, Middleton Street, Kolkata and partly by Premises No. 3, Middleton Street Kolkata and partly by the Municipal Road popularly known as Middleton Street, Kolkata;

ON THE EAST : Partly by Municipal Road popularly known as Nandalal Bose Sarani, Kolkata and partly by the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata;

ON THE SOUTH : partly by the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata; and partly by land with building being Municipal Premises No. 12 Ho Chi Minh Sarani, Kolkata and partly by Premises No. 13 Ho Chi Minh Sarani , Kolkata and partly by the building popularly known as Tata Centre and having its address at 43 Chowringhee Road, Kolkata;

ON THE WEST : Partly by Municipal Road popularly known as Chowringhee Road, Kolkata and partly by the building popularly known as Jeevan Sudha and having its address at Premises No. 42C Chowringhee Road, Kolkata and partly by Jeevandeep Building and having its address at 1, Middleton Street, Kolkata and partly by Municipal Premises No. 3, Middleton Street, Kolkata.

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

PART-II

(said Premises)

ALL THAT the divided and demarcated portion of the said Larger Premises (described in **Part-I of this Schedule**) on the **North-Eastern Corner** thereof containing an area of 35 Cottahs 15 Chittacks and 35 sq.ft., and shown verged within "**Brown**" borders on the **First Plan** hereto annexed and butted and bounded in the manner following:-

ON THE NORTH : By Municipal Road popularly known as Middleton Street, Kolkata;

ON THE EAST : By Municipal Road popularly known as Nandalal Bose Sarani, Kolkata;

ON THE SOUTH : By the building popularly known as Fountain Court and having its address at 7/1, Nandalal Bose Sarani, Kolkata;

ON THE WEST : By the five metre wide strip of land, being a part of the Western Portion.

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

All That the **Residential Flat / Apartment bearing No.**_____containing a **Carpet Area** of_____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being_____Square Feet) more or less]on the_____side on the _____ **floor** at the said Premises described in the **Part-II of the First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**" **TOGETHER.**

With right to park ___**motor car/s** in the covered space in the **GroundFloor** / **Podium** / _____**Floor** / **Basement No.** _____ of the Building, exact location of the said space is shown verged within _____ borders on the carparking master plan annexed hereto marked "XX"

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas and Installations)

- A. Land comprised in the said Premises;
- B. The entrance and exit gates of the said premises.
- C. Decorated Boundary walls.
- D. The decorated landscaped area at the ground level.
- E. Guard room /Gumty at the eastern entry and the northern entry of the complex
- F. Decorated drop-off area in the ground floor entrance of the Tower Block including Paths, passages and driveways.
- G. Deep recharge well at strategic locations complying with the environmental requirements to recharge storm water to the subsoil.
- H. A network of waste and sewerage water evacuation pipes duly evacuated in the sewerage treatment plant.
- I. Underground rainwater harvesting tank for storage of roof rainwater.
- J. Common areas and installations in the Tower:

The two basement floors comprising of:

(i) Staircases connecting the ground floor with the two basements

(ii) Pump rooms including panel rooms containing pumps, panels and Reverse Osmosis Plant

iii) Underground water tanks including fire water storage tanks

K. Two carparks earmarked for visiting doctors and four carparks earmarked for visitors in the open space in the compound.

L. Common staircases, passenger lifts, and service lift in the Tower:

SI. No.	Common Area	Installation
(i)	The two staircases along with their full and half landings from the ground floor and leading upto ultimate floor with stair cover on the ultimate roof of the Tower.	Fire wet risers with landing valves, ventilation shaft, pressurization shaft, electrical shaft etc. along with appropriate fire doors and electrical fittings
(ii)	2 (Two) numbers of high-speed passenger lifts serving ground floor to the top floor with the lift machine room above it.	Necessary Lift Machines in the Lift Machine Room
(iii)	1(One) number service lift serving the two number of basement floors, ground floor to the ultimate floor with the lift machine room above it.	Necessary Lift Machines in the Lift Machine Room

M. The ground floor of the Tower contains the following common area and installations:

Sl. No.	Common Area	Installation
(i)	Exclusive entrance Foyer in the Ground Floor	Reception counter and other necessary furniture(s) and fixtures, high side of EPABX machine catering to all the flats and utilities
(ii)	Exclusive entrance lobby for club	Reception counter and other necessary furniture(s) and fixtures
(iii)	The Lift lobby catering to the two passenger lifts	Duly finished and tucked up
(iv)	The electrical meter room	With necessary wiring and change over connected to the distribution board of the respective flats
(v)	One unisex washroom	Duly finished and fitted with all Cp/sanitary, fixtures
(vi)	Service/ Store Room	Duly finished

N. 1st Floor of the towers comprising of:

a) Well finished Indoor games room, Cards Room. Ladies & Gents toilets and exclusive Lounge and pantry services with necessary furniture doors and fitting therein

O. 2nd of the Towers comprising of:

a) Well finished Multipurpose Hall and well- equipped Gymnasium, with Showers and Toilets duly finished with necessary fittings and Fixture therein.

P. 3rd floor of the Towers Comprising of:

a) Adult Pool, Kids pool and Jacuzzi.

b) Toilets duly finished with necessary fittings and Fixture therein

Q. Ultimate roof of the Tower comprising of:

SL No.	Common Area	Installations
(i)	Stairs to the roof from the floors below	Stair with safety handrail and stair cover.
(ii)	Open to sky terrace	Solar panels and facade cleaning system, aviation light and lightning arrestor.

R. Floors catering the carparks:

SI No.	Location	Common Area	Installations
(i)	2nd (lower) basement	Staircases, ramps and intervening driveways, lift shafts with service lift lobby	Electrical installations, fire, protection,

		and drivers sitting space, Sewage Treatment Plant (STP) with pump room	installations, STP equipments, pumps ,and lifts
(ii)	1 st (upper) basement	Staircases, ramps, and intervening, drive ways, lift shafts with lift lobby and store room, Sewage Treatment Plant (STP) with pump room	Electrical installations, fire, protection, installations, STP equipments, pumps ,and lifts

PART-II

(Specifications of construction)

1.			FOUNDATION	R.C foundation resting on cast-in-situ reinforced concrete bored piles complying with IS-2911 and Raft
2.			SUPERSTRUCTURE	Reinforced concrete framed structure using minimum M50 grade concrete complying with IS-456 and Fe 500/Fe 600 Steel reinforcement complying with IS-1786
3.			WALLS	
	a)		External Walls	Reinforced concrete walls
	b)		Internal walls	Light weight concrete block wall or drywall with infill of foam concrete for the Rooms and light weight concrete blocks for the Toilet and Staircase

4.			ULTIMATE ROOF	Reinforced concrete roof with appropriate waterproofing and proper insulation system
5.			CEILING	
	a)		Apartment	
		i)	Living, Dining, Entrance, Foyer, Bedrooms, Study	Bare RCC form finish
		ii)	Wet Kitchens, Bathrooms, WC	Bare RCC form finish
		iii)	Servants Quarter, Store, Other areas	Cement & Sand Plaster with POP Punning
	b)		Common Areas	
		i)	Lift lobby	POP / Gypsum Board False Ceiling with or without drops with plastic emulsion paint
		ii)	Staircase, M & E services rooms/shaft and utilities	Cement & Sand Plaster with neat POP punning, Staircases finished with two coats of Plastic Emulsion Paint.
6.			FINISHES	
	a)	1)	Wall – for apartment of units	
		i)	Living, Dining, Entrance, Foyer, Bedrooms, Study, Store, Other areas	Bare RCC form finish/light weight concrete block with sand cement plaster

		ii)	Wet Kitchens, Bedrooms, WC	Bare RCC form finish/light weight concrete block with sand cement plaster
		iii)	Servant Quarter	Paint Finish
		2)	Wall-External common areas	Texture paint finish / or Weather shield paint finish or RCC form finish with suitable glazing/Façade as per architectural drawings at designated areas or as decided by Architect
		3)	Wall-Internal common areas	
		i)	Corridors, Staircases, Landing and other common area	Paint Finish
		ii)	Typical lift lobbies	Paint Finish in combination with Imported Marble or Granite cladding/timber paneling/wall paper at designated areas as per Interior Designer
		iii)	Ground Floor Entrance Lobby	Paint Finish in combination with Imported Marble or Granite cladding/timber paneling/wall paper at designated areas as per Interior Designer
	b)	1)	Floor – for Apartment units	
		i)	Entrance foyer, Living and Dining	Bare RCC
		ii)	Bedrooms, Study and	Bare RCC

			Internal staircase	
		iii)	Master Bedroom	Bare RCC
		iv)	Bathrooms, WC	Bare RCC
		v)	Wet Kitchen	Bare RCC
		vi)	Servant Quarter	Quality vitrified tiles/Indian marble flooring
		vii)	Balconies / Terrace	Bare RCC
		2)	Floor- Common Areas	
		i)	Staircases including landings and corridors at car park level, and typical floors	Finished in polished Kota Stone/ Green Marble
		ii)	Lift lobby/Vestibule	Imported marble with matching skirting with or without inlay works at designated areas or as decided by Interior Designer
		iii)	Other common areas	Screed concrete
7.			WINDOWS/FAÇADE	Double/single glazed high precision Aluminum windows/glazing system (power coated/anodized/PVDF

				coated) with partially fixed and partially openable shutters.
				2m high glass balustrade with Stainless Steel hand rail at balcony
8.			FITTED DOORS	
		i)	Living, Dining, Entrance, foyer, Bedroom, Toilets, Study	Only Main Doors will be provided (Solid Hard wood doors; elegantly designed door frames will be of seasoned hard wood)
		ii)	Servant Quarter, Servant Toilets, Wet Kitchens and Other service areas	Phenol bonded hot pressed Flush doors shutters with seasoned hard wood frames duly finished in high quality spray paint and fitted with quality hardware
		iii)	Staircase and services areas	Provided with Fire Resistant Doors
9.			SANITARY WARE, CP FITTINGS, SHOWER CUBICLES	
		i)	Sanitary Ware	Not provided

		ii)	CP Fittings	Not provided
		iii)	Shower Cubicle	Not provided
10.			PLUMBING & WATER MANAGEMENT	
				Efficient water distribution with dual piping system
				Rainwater harvesting system
				Sewage treatment plant adopting a test technology for efficient handling of sewage/Waste Water
11.			ELECTRICAL INSTALLATION	
12.			TV/TELEPHONE POINTS	Fire Resistant Low Smoke cables and wires with connection upto Distribution Board in each flat. Compatible wiring which can be hooked up to a cable television network to be terminated in the

				junction box at the flat entry.
13.			LIGHTNING PROTECTION & EARTHING	Lightning Protection – In compliance with relevant IS code
14.			WATER PROOFING	Water proofing to floors of Toilet, Planter Boxes, Terraces, and Ultimate Roof using advanced technology
15.			AIR CONDITIONING	Fully air-conditioned apartments using imported VRV / VRF system with temperature control arrangement in each room adopting state of the art technology to be installed by the Purchaser and the outdoor unit placed at the space provided thereof.
16.			FIRE DETECTION, ALARM AND SUPPRESSION	

	a)	Fire Protection Strategy	Fire protection system as per fire authority norms with Hydrant and sprinkler system
	b)	External Fire Hydrant	External yard hydrant with hose cabinet located at strategic locations
	c)	Addressable fire detection and alarm system	Addressable fire detection and alarm system with Fire detection and control panel.
	d)	Manual call points and Hooters	Manual call points and hooters at strategic locations and integrated with the control panel centrally located and monitored round the clock.
	e)	Public Address system	2 way talk back public address system located on different floors connected to the fire alarm control panel and PA console.
	f)	Emergency evacuation	Emergency evacuation maps in common areas only
17.		POWER & BACKUP	
			24 x 7 Power
			100% power backup
			Instant change over between mains and auto synchronized DG set using PLC system
18.		SAFETY, SECURITY & ACCESS CONTROL	

				24 x 7 vigilance facility with CCTV cameras
				Proximity card reader with Boom barrier/bollard control
				Swipe cards access to entrance lobby and lifts
				Biometric Front door lock
				Video door phone monitoring for front door and entrance lobby to monitor visitors
19.			VERTICAL TRANSPORTATION	
				2 Nos. high speed Passenger lifts and 1 No. Service lift for the apartments
20.			DRIVEWAY	
				Reinforced concrete slab with hardener to Fire tender access; RCC carpark ramp/driveway
				Elegantly finished Greeneries at designated places around driveway
21.			RECREATIONAL FACILITIES	
				Exclusive Reception lobby for Residents' Club
				Multi-function hall
				Well-equipped gymnasium

				Swimming pool, Kids pool, pool deck and Jacuzzi
				Showers & Toilets for Gym and Pool
				Yoga room/fitness room
				Indoor Games & Card Rooms
				Exclusive lounge at club floor
22.			DATA NETWORKING	Entire premises will be WI-FI enabled along with the signal Booster
23.			SALIENT FEATURES	
		i)	Façade Glazing	High performance External Glazing with Double Glazed Glass with low U-Factor and shading coefficient ensuring maximum light and minimum heat radiation
		ii)	Lobby	Exquisite fully Air-Conditioned Entrance Lobby at Ground Floor
		iii)	Landscape	Landscape garden at ground level
		iv)	Façade & Landscape Lighting	External façade lighting and extensive landscapes lighting

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- 1. MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Painting) etc., of the main structure and in particular the top

roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Buildings and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses (including AMCs) for running and operating all machines equipment and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipment and accessories, CCTV, Security Systems, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Back up/ Emergency Lighting (UPS and Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines together with other Equipment and accessories in or for the Residents' Club or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/ contractual payments for cleaning staff, F& B staff, operators for the WTP, STP, façade maintenance, Fireman and staff for the club and for common purposes (viz. security, electrician, maintenance person(s), caretaker, plumber, administration

person(s), accountant, clerk, gardeners, sweepers, liftmen etc.) Including their annual perks.

4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, (If levied) in respect of the common areas of "The 42@ Middleton" or the said premises' (save those assessed separately in respect of any independent unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said building "The 42@ Middleton" or the 'said premises', and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion. and other risks, if insured.
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges Incidental thereto,
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

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

Head	Price
(i) Apartment No _____ in bare shell condition, Floor _____; Carpet Area	Rs. _____

_____ ; Built-up Area _____ ; Maintenance Chargeable Area _____ ;	
(ii) Preferred Location Charges - _____ ;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(vi) _____ number and _____ type Car parking (<i>Covered Parking /</i> <i>Mechanical Parking Space</i>) at _____ level;	Rs. _____
(vii) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Total:	Rs. _____

(Rupees _____) only

PART-II

(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**MANI REALTY PROJECTS PRIVATE LIMITED**" or by online payment (as applicable) to be paid to the following Bank Account:

Payment Schedule:

SI No.	Event / Happening	Percentage
1	Booking Amount	10% of the Consideration (including Initial Token Amount, if any)
2	On Agreement	10%
3	On commencement of piling	7.50%
4	On completion of Foundation	7.50%
5	On completion of roof of both the basement viz ground floor slab	10%
6	On casting of roof of sixth floor	7.50%

7	On casting of roof of sixteenth floor	7.50%
8	On casting of roof of twenty-sixth floor	7.50%
9	On casting of roof of thirty-sixth floor	7.50%
10	On installation of lifts	7.50%
11	On installation of all the window/ Glazing of the project	7.50%
12	Possession	10%

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

I. Title of Chowringhee Residency Private Limited (previously known as Diamond Empire Estates Private Limited) to the said Larger Premises [being present premises No.42B Chowringhee Road, Kolkata, formed on amalgamation of (i) the erstwhile Premises No.42B Chowringhee Road; (ii) the erstwhile Premises No.3/1 Middleton Street; Kolkata and (iii) Premises No.7 Nandalal Basu Sarani (formerly known as Little Russel Street Kolkata)]:

A. Title related to the erstwhile Premises No.42B Chowringhee Road (formed on amalgamation of erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road Kolkata):

- 1.** The erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road (later on amalgamated and numbered as Premises No.42B Chowringhee Road Kolkata) (in this part referred to as "the said Property") was belonging to Maharajadhiraj Sir Kameswar Singh

of Darbhanga (hereinafter referred to as "the said Maharaja") till his death on 01st October, 1962. During his life-time, the said Maharaja made and published his Last Will and Testament dated 05th July 1961. The said Will was probated in the Hon'ble High Court at Calcutta by its Order dated 26th September 1963.

2. Under the said Will, the said Maharaja formed a Trust in respect of the residuary estate of the said Maharaja, which inter-alia included the said Property. Various disputes arose amongst the heirs of the said Late Maharaja and the Trustees to the said Residuary Estate resulting in several litigations and proceedings which all culminated into Appeal (being Civil Appeal No. 3964 – 3965 of 1983) before the Hon'ble Supreme Court of India. A Memorandum of Family Settlement and Arrangement was executed amongst the Trustees and the heirs and legal representatives of the said Late Maharaja on 27th March 1987, and a compromise petition was filed in Civil Miscellaneous Petition No.17406 – 07 of 1987 in the Supreme Court of India, interms of which the Hon'ble Supreme Court of India passed an order and decree dated 15th October 1987 wherein it was *inter- alia* directed that the said Property be sold and transferred by the Trustees of the Residuary Estates of the said Maharaja.
3. The Division Bench of the High Court at Calcutta by its Order dated 05th June 1992 in Appeal No.262 of 1990, directed that the sale of the said Property shall be made by the Trustees with the confirmation of the Hon'ble High Court at Calcutta.
4. In terms of the said Supreme Court order dated 15th October 1987 and pursuant to the decision of the Committee of

Beneficiaries, the Trustees agreed to sell the said Property for a sum of Rs.10.40 crore unto and in favour of (1) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) Aditya Amit Fiscal Service Private Limited (11) SPA Lease & Finance Limited, (12) SPA Tea Private Limited (later known as SPA Tea Limited), (13) SPA Electrical Equipments Limited, and (14) STB Leasing and Finance Private Limited (in this part collectively referred to as "the said 14 Companies") on the terms and conditions contained and recorded in an Agreement for Sale dated 18th January 1993.

- 5.** In terms of the said order dated 5th June 1992 an application was filed by the said Trustees before the Hon'ble Division Bench of the Calcutta High Court in the said Appeal No.262 of 1990 and by an order dated 11th June 1993 as modified by the order dated 9th July 1993, the Hon'ble High Court was pleased to confirm the sale of the said Property in favour of the said 14 Companies as and by way of Court Sale and on the terms and conditions contained and provided for in the said orders.
- 6.** The said orders dated 11th June 1993 and 9th July 1993 inter alia provided that Mr. Dipak Deb and Mr. P. K. Bagaria, and appointed as the Joint Receivers appointed by the Court in respect of the said Property, upon receipt of full consideration money would execute the conveyance or conveyance(s) in

respect of the said Property in favour of the said 14 Companies or their nominees.

- 7.** Accordingly, the said 14 Companies paid full consideration money and thereafter by an Indenture of Conveyance dated October 3, 1997 made between the said Mr. Dipak Deb and Mr. P. K. Bagaria as the Vendors / Joint Receivers, Dwarkanath Jha and others as the Confirming Parties / Trustees and the said 14 Companies as the Purchasers and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.1 Pages from 33 to 97 as Being No.2243 for the year 1997, the said 14 Companies jointly purchased the said Property comprising 5(Five) Bighas of land.
- 8.** On November 8, 2007, one of the said 14 purchasers to the said Deed of Conveyance dated October 3, 1997, namely Aditya Amit Fiscal Services Pvt. Ltd., conveyed its undivided 1/14th share in the said Property in favour of the remaining 13 Purchaser Companies by and under a registered Indenture of Conveyance and registered with the office of The Additional Registrar of Assurances-II, Kolkata in Book No.1 Volume No. I Pages from 1 to 23 as Being No.08884 for the year 2008.
- 9.** In the event aforesaid, the said remaining 13 Companies, namely

 - i) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) SPA Lease &

Finance Limited, (11) SPA Tea Limited, (12) SPA Electrical Equipments Limited, and (13) STB Leasing and Finance Limited, became the absolute owners of the said Property, each having equal 1/13th share therein.

B. Title related to the erstwhile Premises No.3/1 Middleton Street:

1. By a registered Indenture of Conveyance dated 28th February 2000 and registered with the Additional Registrar of Assurances-II, Calcutta in Book No.1 Volume No.21, Pages from 95 to 225 Being No.901 for the year 2001, one ICI India Ltd. sold conveyed and transferred unto and in favour of one Hotel & Resort Ventures (P) Ltd. **All That** Premises No.3/1 Middleton Street, Kolkata comprising of 3 (three) Bighas 17 (seventeen) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet more or less, of land.
2. The name of Hotel & Resort Ventures Pvt. Ltd. was later changed to Resurgent Hotels Pvt. Ltd. with effect from 10th April 2007.

C. Title related to the erstwhile Premises No. 7 Nandalal Basu Sarani (formerly known as Little Russel Street):

1. By virtue of several Indentures of conveyance, details whereof are mentioned hereinbelow, the following companies had purchased **All That** the erstwhile Premises No.7, Nandalal Basu Sarani (previously Little Russel Street), Kolkata comprising of 1 (one) Bigha 15 (fifteen) Cottahs 15 (fifteen) Chittacks 35 (thirty- five) Square Feet more or less of land alongwith structures standing thereon:-

Sl. No.	Seller	Purchaser / Companies	Date of Execution	Registration Particulars (all registered with the Registrar of Assurances, Calcutta unless otherwise mentioned)	Area of the Structure	Share in land
1	Kothari Scientific & Research Institute	Concrete Builders Private Limited	31 st March, 1988	Book No. I, Volume No.118, Page Nos. 32 to 45 Being No.3661 for the year 1988	1200 Square feet in the second floor	15% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
2	Kothari Scientific & Research Institute	Tulip Builders Private Limited	31 st March, 1988	Book No. I, Volume No.94, Page Nos.399to 412 Being No.3660 for the year 1988	1200 Square feet in the first floor	15% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
3	Kothari Scientific & Research Institute	Delite Developers Private Limited	31 st March, 1988	Book No.I, Volume No.92, Page Nos.185 to 198 Being No.3663 for the year 1988	1450 Square feet in the Ground floor	18% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
4	Kothari Scientific & Research Institute	Nandan Promoters Private Limited	31 st March, 1988	Book No.I, Volume No.94, Page Nos.385 to 398 Being No.3659 for the year 1988	1400 Square feet in the First floor	17.50% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
5	Kothari Scientific & Research Institute	Garden Builders Private Limited	31 st March, 1988	Book No.I, Volume No.117, Page Nos.107 to 116 Being No.3665 for the year 1988	1400 Square feet in the Ground floor	17% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square Feet
6	Kothari Scientific &	Slab Construction Private	31 st March, 1988	Book No.I, Volume No.118, Page Nos. 46 to	1400 Square feet in	17.50% out of 1 Bigha 7

Sl. No.	Seller	Purchaser / Companies	Date of Execution	Registration Particulars (all registered with the Registrar of Assurances, Calcutta unless otherwise mentioned)	Area of the Structure	Share in land
	Research Institute	Limited		60 Being No. 3662 for the year 1988	the second floor	Cottahs 8 Chittacks 12 Square Feet
7	Kothari Scientific & Research Institute	Delite Promoters Private Limited	31 st March, 1988	Book No.I, Volume No. 92, Page Nos. 199 to 212 Being No. 3664 for the year 1988	1000 Square feet	50% out of 8 Cottahs 7 Chittacks 23 Square Feet
8	Delite Properties Private Limited	Delite Promoters Private Limited	23 rd February, 2000	Book No.I, Volume No. I, Page Nos.1 to 17 Being No.7414 for the year 2008 (registered with ARA-II, Kolkata)	1000 Square feet	50% out of 8 Cottahs 7 Chittacks 23 Square Feet
The said Delite Properties Private Limited had purchased the said 50% out of 8 Cottahs 7 Chittacks 23 Square Feet from the said Kothari Scientific & Research Institute by an Indenture of Conveyance dated 31 st March 1988 registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.117, Page Nos. 117 to 137 Being No. 3666 for the year 1988						

D. Matter of Amalgamation of all the aforesaid Three Erstwhile Premises and its Owning Companies:

- By an order dated March 18, 2009 passed in C.P. No. 43 of 2009 connected with C.A. No. 56 of 2009 in the Hon'ble High Court at Calcutta, the said (1) Maxgrow Merchandise Private Limited, i) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Saumya Vanijya Private Limited, (10) SPA Lease & Finance Limited, (11) SPA Tea Limited, (12) SPA Electrical Equipments Limited, and (13) STB Leasing and Finance Limited, who jointly owned the said erstwhile premises No.42B Chowringhee Road (formed on amalgamation of erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road), Kolkata; AND (1) Nandan Promoters Pvt.Ltd., (2) Concrete Builders Private Limited, (3) Tulip Builders Private Limited, (4) Slab Construction Private Limited, (5)

Garden Builders Private Limited, (6) Delite Developers Private Limited, and (7) Delite Promoters Private Limited, who jointly owned the said erstwhile premises No.7, Nandalal Basu Sarani (formerly known as Little Russel Street), **Kolkata;** AND **Resurgent Hotels Pvt. Ltd.**, who owned the said erstwhile premises No.3/1 Middleton Street, **Kolkata;** **were all amalgamated with Diamond Empire Estates Pvt. Ltd. The said Order dated March 18, 2009 was registered with the Additional Registrar of Assurances-II, Kolkata in Book-I, CD Volume No.30 Pages 1011 to 1044 as Being No.09674 for the year 2010.**

2. In the events aforesaid, Diamond Empire Estates Pvt. Ltd., as the transferee, became the sole owner of – (i) the said erstwhile premises Nos.42A, 42B and 42/1 Chowringhee Road, Kolkata (which were amalgamated and re-numbered as No.42B Chowringhee Road), (ii) the said erstwhile premises No.7, Nandalal Basu Sarani, and (iii) the said erstwhile premises No.3/1 Middleton Street, Kolkata.
3. On or about February 22, 2010, the said three properties, viz. (i) 42B Chowringhee Road, (ii) 7, Nandalal Basu Sarani, and (iii) 3/1 Middleton Street, Kolkata, all owned by Diamond Empire Estates Pvt. Ltd., were amalgamated in the records of The Kolkata Municipal Corporation and such amalgamated premises continued to be numbered as premises No.42B Chowringhee Road, Kolkata.
4. On application being made, the name of Diamond Empire Estates Pvt. Ltd. was changed to Chowringhee Residency Pvt. Ltd. and fresh Certificate of Incorporation was issued on 16th November, 2011 by the Office of the Registrar of Companies, West Bengal, Kolkata.

[to insert facts of first phase completion and the agreement for sale and power in favour of the developer] check may be available in our purchase agreement]

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **LARGER PREMISES** shall mean the present municipal premises Number.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos. 42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071, containing an aggregate land area of 214 Cottahs 11 Chittacks 33 Square Feet [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Sub-Registration Office Kolkata within Ward No. 063 of The Kolkata Municipal Corporation, morefully and particularly mentioned and described in **Part-I of the First Schedule** hereinabove written.
- iv) **SAID PREMISES** shall mean the divided and demarcated portion on the **North Eastern Portion** of said Larger Premises No.42B Chowringhee Road containing a land area of 35 Cottahs 15 Chittacks and 35 sq.ft. more or less morefully and particularly

mentioned and described in **Part-II of the First Schedule** hereinabove written.

- v) **CRPL** shall mean **Chowringhee Residency Private Limited** a Company having its Registered Office at 42B, Chowringhee Road, Kolkata 700071.
- vi) **PROJECT** shall mean the new residential building and other constructions at the said Premises containing several independent and self contained Flats / Apartments, parking spaces and other constructed areas, being developed / constructed by the Promoter in accordance with the plan sanctioned and/or proposed to be sanctioned by The Kolkata Municipal Corporation.
- vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all persons who from time to time have acquired or agreed to acquire from the Promoter and taken possession of any Unit in the Project.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Project as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Project and save and except the same no other area, part, portion, equipment or installation shall form part of the Common Areas and Installations.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor

levels attached to any particular Flat / Apartment or Flats / Apartments, exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments, and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Project and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the occupants of the Project.
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Project for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean the independent and self-contained Flats / Apartments (herein called "**Flats / Apartments**") and/or other constructed areas (capable of being independently and

exclusively used and enjoyed) in the Project and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and also the proportionate undivided share in the common areas and installations, attributable thereto.

- xii) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces and other parking spaces in or portions of the Project and mechanical parking space in the compound of the said Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles.
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

- xv) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Project, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Maintenance Chargeable Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Unit agreed to be acquired by the Allottee.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the Project **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xvii) **SAID APARTMENT / UNIT** shall mean the **Residential Flat / Apartment** No. _____ on the _____ floor of the Building at the said Premises more fully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and

wherever the context so permits shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Flat / Apartment **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance

Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- xx) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the expiry of 15 days from the date of issuance of the notice (under clause 7.2 hereinabove) by the Promoter to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxi) **ARCHITECTS** shall mean Subir Basu, Architect of No.4 Broad Street, Kolkata 700019 or such other Architects as may be appointed by the Promoter from time to time for the Project;
- xxii) **ADVOCATES** shall mean Messrs. Saraogi & Co., Advocates of No.7B Kiran Shankar Roy Road, Kolkata 700001 appointed for the said Project at the said Premises;
- xxiii) **PLAN** shall mean Building Permit No.2012070138 dated 1st August 2012 as superseded by Building Permit No.2012070281 dated 14th December 2012, which was renewed by The Kolkata Municipal Corporation vide its Order dated 16th March 2018 for further 5 years (w.e.f. 14th December 2017) as superseded by Building Permit No.2018070238 dated 18th January 2019 and further revised under Rule 26(2a) and (2b) of the KMC Building Rules, 2009 on 6th April 2021 and the said plan was to be treated as part and parcel and contiguous to BS Plan No.

2018070238 dated 18.01.2019. The Kolkata Municipal Corporation Demand has also granted permission and/or approved plan for development / construction of a new building at the said Premises {[having 2 Basements, a Ground Floor and 42 Upper Floors with each floor [except parking and service floors] having only One Flat / Apartment, and a few duplexes / triplexes]}, bearing Building Permit No.2022070139 dated 07.11.2022 as superseded by Building Permit No. 2023070177 dated 05.12.2023. In the said plan the Promoter has availed additional FAR available on account of "Metro Corridor". The said plan dated 05.12.2023 is proposed to be amended by availing the clubbed FAR availing on clubbing of the metro corridor FAR with the Green Building FAR likely to be made available in near future and once made available the plan will be suitably modified by adding upto 11 additional floors on the existing 2B+G+44 sanctioned floors.

It is specifically mentioned and clarified that the Promoter intends to modify the said sanctioned plan by availing and consuming the FAR likely to be made available on account of "Green Building" resulting in construction of additional floors on the said Building and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same and no further consent of the Allottee shall be required therefor. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors.

xxiv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words

importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:

- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
- (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;

- (d) to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
- (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.

- (h) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their respective units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building / Project save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (k) not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior thereof or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes nor allow or permit any other person to do so.

- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units.
- (n) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building / Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Flats / Apartments agreed to be allotted to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments to any other Allottee of Flat / Apartment in the Project and none else.
- (s) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable)

appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The Allottee thereof shall not be entitled to sell convey sub-lease sub-let transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee);
- ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas, sheds, projections etc.*;
- iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the Building.

- (t) In the event any Allottee has been allotted any car parking space within the Project, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;

- (ii) The Allottee shall not be entitled to sell convey sub-lease sub-let transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of its Unit, to any person, with the only exception being that it shall be entitled to let out transfer or part with possession of its parking space(s) independent of its Flat / Apartment to any other Allottee of Flat / Apartment in the Project and none else;
- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user

and maintenance of the parking spaces in the said Project and the said premises.

- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.

- (u) In the event any Allottee has been allotted any independent servant's quarter, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;

 - (ii) The Allottee shall not be entitled to sell convey sub-lease sub-let transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit, with the only exception being that it shall be entitled to let out transfer or part with possession of its servant's quarter independent of its Flat / Apartment to any other Allottee of Flat / Apartment in the Project and none else;

- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including teflon sheeting / *Shamianas* etc.

- (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other

Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (cc) not to fix or install air conditioners in their respective Flats / Apartments / save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall forthwith remove the air conditioner/s.
- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows

including grills of the Flat / Apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Building / Project or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Building / Project and if so done, such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.

(ee) not to make in the Flat / Apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.

(ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;

- ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building / Project or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building / Project or the said Premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to their respective units and until separate electric meter(s) are obtained by the Allottee(s) for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other

Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. ___/= (Rupees _____) only per square foot per month of the Maintenance Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

(hh) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building / Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In- charge interest at the rate of 1.5% per mensem on all the amounts in

arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building / Project.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there is disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

DATED THIS _____ DAY OF _____ 2024

Between

Mani Realty Projects Private Limited

... Promoter

And

... Allottee

AGREEMENT

(Unit No. _____ on the _____

Floor

in the Project "The 42 @ Middleton")

SARAOGI & COMPANY

Advocates

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