

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____, 2023,

By and Between

OWNERS

SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by its one of the Director **SRI SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 7270 6500 5794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048,

(2) **SRI VIKASH MOTH (PAN : AEMPM0145A) & Aadhar No. 2154 4904 4794** son of Ashok Kumar Agarwal, by faith – Hindu, by Occupation - Business, By Nationality - Indian, residing at 737, Laketown, Block – A, 2nd Floor, Post Office & Police Station –Lake Town, Kolkata - 700089, District North 24 Parganas, duly represented by the constituted attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 7270 6500 5794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the office of the ARA –II, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 546792 to 546820, Being No. 190412035, for the year 2021

(3) **SRI ANANYA BISWAS (PAN AJNPB4583B), Aadhar No.5620 3419 1210**, son of Late Mihir Kumar Biswas, by occupation - Business, by faith - Hindu, by nationality - Indian, residing at 239, Lake Town, Block –B, Post Office – Lake Town, Police Station –Lake Town, Kolkata – 700089, duly represented by the constituted attorney in executed a development power of attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the

office of the ARA –IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 450600 to 450627, Being No. 190410381 for the year 2021,

(4) SRI SAMYA BISWAS (PAN –AOYPB8985P)&AADHAR NO.6782 6994 3747 alias Samyya Biswas son of Late Sunip Biswas, by occupation - Business, by faith - Hindu, by nationality - Indian, residing at 42A, Bangur Avenue, Block - B, Post Office –Bangur Avenue, Police Station –Lake Town, Kolkata – 700055, duly represented by the constituted attorney in executed a development power of attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the office of the ARA –IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 450572 to 450599, Being No. 190410380 for the year 2021, hereinafter called and referred to as the **OWNERS/ VENDORS**

A N D

ALLOTTEE

Mr. _____, (PAN No _____ Aadhaar No. _____) son of _____, aged about _____ years, residing at _____, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

A N D

PROMOTER

SILVER VILLA CONSTRUCTIONS PVT. LTD. (CIN No. U45400WB2008PTC121529), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by its authorized signatory **SRI SANJAY KANSAL, (PAN: ACKPA0003H) & AADHAR NO. 727065005794** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, authorized vide board resolution dated 12-Feb-2020, hereinafter referred to as the "**Developer Confirming Party / Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

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

WHEREAS:

The Owners are the absolute and lawful owners of **All That** piece and parcel of Bastu Land measuring **14** Cottahs **10** Chittaks and **37** sq.ft lying and situated at Mouza Shyamnagar (formerly Mouza - Krishnapur), J.L. No. 32/20 (formerly 17), R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. & L.R. Dag No. 173 AND 173/196, (part) appertaining to R.S. Khatian No. 638, L.R. Khatian no. 313 and being Municipal **Holding No. 1/3, Calcutta Jessore Road** (formerly Holding No.1, Calcutta Jessore Road) also known as **Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055, under ward No. 21 Within the limits of South Dum Dum Municipality, P.S. – Dum Dum, District North 24 Parganas**, Police Station – Lake Town, more fully described in **PART-I of Schedule A** (hereinafter referred to as "the **Project Land**").

The Promoter is the developer appointed by the Vendors in respect of development of the Project Land under Development Agreement.

- A. The Said Land is earmarked for the purpose of building a residential project, comprising of flats, commercial and garages and the said project shall be known as '**SILVER IKON**'
- Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- C. The Promoter has obtained the Sanctioned Plan from the office of South Dum Dum Municipality to develop the Project vide Sanction Plan No. 316 dated 13/12/2021
- D. The Promoter has obtained the final layout plan approvals for the Project from South Dum Dum Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata no. _____; on _____ under registration
- F. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on the portion of _____ floor in ("SILVER IKON") as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A

(Part – II) and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. Additional disclosures made/details provided by the Promoter to the Allottee:
- 1.** The Promoter shall be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Land and/or any other adjoining land (including remaining portion of Larger Property) if included by the Promoter within the Project area in future, by construction of additional floors or storeys on the buildings or any blocks thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
 - 2.** For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.
 - 3.** The Promoter shall be entitled to convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of South Dum Dum Municipality in respect thereof.
 - 4.** The other disclosures, details and additional terms are mentioned at several places in the Agreement including but not limited to clause 11 and its sub-clauses hereto and in the Schedules hereto and are agreed between the Parties hereto.
 - 5.** The Promoter shall construct the Commercial Block at the Project which shall contain (a) Units for non residential use (which could be, but not limited to, use for ATM, banking, office, shop, restaurant, café, parlour etc.), (b) the separate entrance in addition to the right of access to the Commercial Block from the main common entrance of the Project and from the common driveway and passages, (c) Parking Spaces, (d) open spaces (on any side of Block I) and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the Transferees of non residential Units and (e) all other areas relating to the Commercial Block that may be made exclusive for the use by all or any of the transferees of the Commercial Block it being clarified that the Promoter may alter or vary the size or location of any areas, open and covered spaces connected to or for use by all or any transferee of Commercial Block and when so altered or varied, the altered or varied area shall form part of the Commercial Block.
 - 6.** The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the disclosures, details or terms affect the execution of the Project which is a building complex with its own Common Areas and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in Paragraph G;

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:

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 _____ as specified in paragraph ;

The Total Price for the Apartment based on the carpet area is Rs. _____/- (Rupees _____ only (excluding Goods & Service Tax) ("**Total Price**")

| | |
|--|---|
| Block/Building/Tower no. SILVER IKON Apartment no. _____ Type - _____ Floor - _____ | Rate of Apartment per square feet* Rs. _____/- per sqft @ _____sqft = _____ |
| | |
| | |

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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/Plot] includes pro rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @_% 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.

Except as disclosed to the Allottee in this Agreement (including in clause I recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein whereby the Unit may be affected without the prior consent in writing of the Allottee.

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

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may 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.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **SILVER IKON** 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

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). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon 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 charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards 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/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'SILVER VILLA CONSTRUCTIONS PVT LTD' payable at KOLKATA. In case any payment is made by the Allottee to the Promoter through RTGS/NEFT or any other online mode, the Allottee shall forthwith intimate to the Promoter in writing about the payment so made with proof of such payment. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.

The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/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.

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 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 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 [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("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 [annexed along with this Agreement] 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 bye-laws, FAR and density norms and provisions prescribed by the SDDM and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The

Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], 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.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] 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.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] 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.

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 paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, 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 [Apartment/Plot] (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 to the allottees, 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 [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land 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;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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 [Apartment/Plot] 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 created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] 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 selling the said [Apartment/Plot] 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/Plot] to the Allottee and the common areas to the Association of the Allottees;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 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 property is not Waqf property.

9. EVENTS CONSTITUTING A DEFAULT AND CONSEQUENCES THEREOF

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 ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- 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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only 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 the purchase of the apartment, along with interest at the rate specified in the Rules 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, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 _____ consecutive 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.

In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund to the Allottee by the Promoter shall be made within 45 days of such cancellation or out of the amounts received by the Promoter against the sale of the Designated Apartment to any other interested person. Notwithstanding any provisions to the contrary, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*.

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).

11. MAINTENANCE OF THE SAID BUILDING/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 cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads (“Deposits”):

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

(b) The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. _____, to remain in deposit with the Promoter.

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

(d) The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. _____/-, as Municipal Tax Deposit refundable to the Allottee on separate assessment of the Designated Apartment by the municipal authority or adjusted against any other dues of the Allottee at the material time.

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

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

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

Extras:

(i) Allottee's costs, charges and expenses for the initial Air-Conditioning Equipment at or for the Unit amounting to Rs. _____.

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

(iii) Allottee's share of costs, charges, expenses for the Activity Centre Facilities being a sum of Rs. __

(iv) Documentation charges being a sum of Rs. _____, 50% of which shall be paid simultaneously with the execution hereof.

Other Extras:

(i) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.

(ii) Costs, charges, expenses for common generator and its accessories and providing for supply of power to the Unit during CESC Limited power failure calculated @ Rs. 25000/- Per KVA allotted to the Allottee. If any additional KVA is required by the Allottee and the Promoter agrees to provide the same, the Allottee shall be liable to pay additional charges for the same.

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

It is clarified that the amounts shall be payable by the Allottee additionally as per demands made by the Promoter upon the Allottee and within 15 days of receiving such demand.

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

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

11.6 Maintenance In-charge:

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

11.6.2 Maintenance Agency: The Promoter shall appoint one or more agencies or persons (hereinafter referred to as the “**Maintenance Agency**”) to look after the acts relating to the purposes of managing, maintaining, upkeep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-Owner and the collection and disbursement of the Common Expenses and dealing with matters of common interest to the Co-Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (“**Common Purposes**”) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons

for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

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

11.7 Common Areas Related:

11.7.1 The Designated Block shall contain certain Common Areas as specified in **SECTION I** of **PART-IV** of **SCHEDULE A** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other Co-Owner of the said Designated Block and other persons as may be permitted by the Promoter.

11.7.2 The Project shall also contain certain Common Areas as specified in **SECTION II** of **PART-IV** of **SCHEDULE A** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other Co-Owner of the Project and other persons as may be permitted by the Promoter.

11.7.3 The Commercial Block shall contain certain Common Areas as specified in **SECTION III** of **PART-IV** of the **SCHEDULE A** hereto and in case the Unit agreed to be purchased hereunder by the Allottee forms part of the Commercial Block, then and only in that event the Allottee shall have the right to use the common areas forming part of the Commercial Block in common with the Owners, the Promoter and other Co-owners of the Commercial Block and other persons permitted by the Promoter.

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

11.7.5 Upon construction of the Buildings the Promoter shall identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

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

11.8 Unit Related:

11.8.1 Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. The Allottee shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-Owner. The Allottee shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or

in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit or do any manual chase cutting or the like in the said Unit. The Allottee shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out the fit out(s) or other activity.

11.8.2 Transfers by Allottee: The Allottee may, only after a period of 12 (twelve) months from the date of execution of this Agreement and that too upon taking prior consent in writing of the Promoter and against payment of a sum equivalent to @ 2% (two percent) of the Total Price (excluding Other Costs and Deposits Amount) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risks and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs _____/- and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% (two percent) mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this Agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

11.8.3 Area Calculations:

(i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.

(ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.

(iii) **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and _____ (if any appurtenant thereto) and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony/_____ and any other Unit/Balcony/_____ and the area covered by all other external walls of the such Unit/Balcony/_____.

(iv) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.

(vi) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.

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

11.9 Housing Loan by Allottee: In case the Allottee, with the prior consent in writing of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event shall the Promoter assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution. Any consent given by the Promoter in respect of any such housing loan or finance shall not affect the obligations and liabilities of the Allottee hereunder nor the rights and authorities of the Promoter including to cancel or terminate this agreement owing to any delay or default of the Allottee and upon forfeiture of stipulated amounts and adjustment of its dues to pay the balance to the financier of the Allottee in due discharge of the Designated Apartment.

11.10 Activity Centre Related:

11.10.1 Users: The Allottee shall have the right to use Activity Centre / facilities in the Project in common with the Owners, the Promoter and other Co-Owner of the Project and other persons permitted by the Promoter.

11.10.2 Facilities: The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. The conveniences, amenities and facilities of the Activity Centre shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed facilities, as per current planning, of the Activity Centre has been provided **PART-V** of **Schedule A** hereto. However, notwithstanding anything contained in **PART-V** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Activity Centre and the same may also from time to time be varied at the sole discretion of the Promoter.

11.10.3 Activity Centre Costs: All costs and expenses for and relating to the Activity Centre Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project. On the Activity Centre Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Activity Centre Facility may be used by the Allottee alongwith family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail such facilities or any of them, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or terms and conditions in respect of the same as the Maintenance In-charge may deem fit and proper. The Promoter has made the Allottee aware that the Banquet, the private dining and residents lounge are separately chargeable at such rates as may be decided by the Promoter and/or the Maintenance In-charge from time to time.

11.10.4 Commencement of Operation of the Activity Centre: The Promoter shall endeavor to get the Activity Centre operational after the entirety of the Project is complete and made ready. The Allottee accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre becoming operational and that the Allottee shall not raise any claim or objection in this regard

11.10.5 Administration of the Activity Centre: The Allottee agrees and confirms that the Activity Centre (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper.

The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency (“**Manager**”) for the management and administration of the Activity Centre and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of the Activity Centre. The Association shall be given the responsibilities in respect of the Activity Centre at such time and on such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Activity Centre and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

11.11 Overall Project-related:

11.11.1 Car Parking Areas: The Project contains open, covered, basement and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as “**Open Parking Areas**”). For a regulated and disciplined use of these spaces, the Promoter has reserved the right to allot parking rights in these Open Parking Areas to (i) those Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have any parking space in the Project and (ii) for parking by the guest and/or visitors of the co-owners of the Project with prior written permission of the Maintenance In-charge. The Allottee agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottees nor to disturb the use of the allotted parking space by the concerned allottee. The Allottee shall not have any Parking Facility until he makes full and final payment of all sums due from him in terms of this Agreement and until the Allottee remains in default in complying with his obligations under this Agreement.

11.11.2 The Promoter has made provisions for installation of EV charging system with related sub/prepaid meters for charging electric motor cars/two wheelers for use by the Allottees upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses.

11.11.3 In respect of the Air-Conditioning Equipment installed in the Unit, the Allottee agrees to strictly comply with the following terms and conditions:-

- (i) The Outdoor Unit of the said Air-Conditioning Equipments shall be placed at the designated space only
- (ii) All repair, replacement, AMC of outdoor and indoor unit shall be at the costs and expenses of the Allottee;
- (iii) The Pipelines connected with the Air-Conditioning system shall not be changed or disturbed by the Allottee. In case any work on pipelines are required to be made, the same shall be under the supervision of Maintenance In-charge at the cost of the Allottee.
- (iv) Any complaint in respect of Air-Conditioning equipment or installation shall be directly dealt with the manufacturer and installer with no obligation or liability upon the Promoter. All Documents pertaining to Air-Conditioning shall be handed over by the Promoter to the Allottee.
- (v) The air conditioners used inside the Unit and its technology shall have to adhere to the technology requirements established and installed and shall not be changed except with the written consent of the Maintenance In-charge..

11.11.4 The Allottee shall have a facility to use the Gas Bank at such monthly costs as may be prescribed by the Promoter and/or the Maintenance In-charge on the basis of the meter installed for the Gas Bank facility. It is specifically mentioned that the Allottee shall not be permitted to store or use any gas cylinders inside the said Unit and shall keep the gas bank area and all pipelines and accessories in safe and sound and good and repaired condition and free from any leakage and

possibility of any hazard whatsoever. All costs and expenses for the pipelines, fittings and in anyway relating to the said facility shall be the exclusive liability of the Allottee.

11.11.5 The Allottee is aware that the pipelines of the upper floor unit shall pass below the ceiling of the lower floor unit in the toilet and shall be covered by false ceiling to be provided by the Promoter. Accordingly the pipelines of upper floor unit shall pass below the ceiling of the lower floor unit being the Unit and the pipelines of the Unit shall pass below the ceiling of the lower floor unit. All costs of maintenance of such pipelines shall form part of maintenance charges. However if the Allottee commits any alteration or changes or damages or obstructs the said pipelines of the upper floor unit and/or the false ceiling, the Allottee shall be liable to bear and pay the entire charges and liabilities thereof and to remedy the same at the earliest and in any case within 24 hours of such alteration, changes, damage and obstruction. In all other cases where any issue occurs to such pipelines not attributable to any wrongdoing by any allottee, the Maintenance In-charge shall upon being intimated by the concerned allottee take steps to repair and remedy the same and the concerned allottee shall grant permission to the person/s appointed by the Maintenance In-charge to allow unobstructed and unhindered access to his/her unit for such repair. .

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

11.11.7 Non-Obstruction in Project: The Allottee shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

11.11.8 Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-Owner (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.

11.11.9 Construction Finance: The Promoter has not taken any construction finance for construction of the Project from any bank or financial institution.

11.11.10 Architect & engineers :Unless changed by the Promoter,_____shall be the Architect for the Project.

11.11.11 Advocates: Unless changed by the Promoter, Messrs._____, Advocates of_____shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.

11.11.12 Name: The Project shall bear the name "SILVER IKON" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

11.11.13 Future Expansion Related:

(i) The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeyes on the buildings and other vertical and horizontal expansion and commercial exploitation.

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

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

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

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

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

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

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

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

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

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

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

(vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.

(viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

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

(x) In case the Allottee is provided facility of parking which is inter-dependent with any other Parking Facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility and shall use the dependant facility in mutual co-operation with the other facility holder.

(xi) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the Parking Facility if taken by the Allottee in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

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

- 11.12.5** In case the Allottee has been granted any _____ then the Allottee shall
- 11.12.6** not grant transfer let out or part with the _____, if any granted to the Allottee hereunder, independent of the Allottees' s Unit nor vice versa.
- 11.12.7** use the _____ agreed to be granted hereunder only for the purpose of use of Servant in a decent and respectable manner and not for any immoral activity.
- 11.12.8** keep the _____ in good and substantial repair and condition and not to do or cause to be done anything in or around the said _____ which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the _____.
- 11.12.9** not make any sort of construction, addition or alteration at the _____ or any part thereof.
- 11.12.10** The terms and conditions on the user of the _____ as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the _____.
- 11.12.11** The use of the Common Areas including but not limited to the Activity Centre shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Activity Centre) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Activity Centre by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre.
- 11.12.12** Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.12.13** Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Activity Centre mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.12.14** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 11.12.15** To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.12.16** Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block or any part thereof.
- 11.12.17** Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 11.12.18** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.12.19** Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the

Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land save the battery-operated inverter inside the Designated Apartment.

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

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

11.12.22 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

11.12.23 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

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

11.12.25 To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire

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

11.12.27 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Block or may cause any increase in the premia payable in respect thereof.

11.12.28 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Owners, the Promoter or to the other co-owner of the Designated Block. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.

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

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

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

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

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

11.12.34 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, South Dum Dum Municipality, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.

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

11.12.36 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.

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

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

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

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

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

In case the Unit is situated in the Commercial Block, some of the aforesaid House Rules would be suitably amended and the following additional rules would be added:-

11.12.42 to use the Commercial Unit as a shop and in quiet and peaceful manner without causing any disturbance to the other co-owners and/or the neighbors and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained.

11.12.43 It is expressly agreed and understood by the Allottee that the Allottee shall not under any circumstances be entitled to use the Commercial Unit for the business of or relating to Restaurants, eatery, meat shop, pan biri shop, Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever nor the Allottee shall be entitled to carry out any form of cooking in or from the said Commercial Unit or use fire gas or stove or like thereat. It is expressly agreed that any restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit any other Unit or portion of the Mercantile Building to be used for any purpose as the Promoter may deem fit and proper.

11.12.44 To strictly abide by and ensure that all its employees, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common

Areas, common facilities and amenities, normal working hours, display of signboards, waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes. All persons temporarily or permanently engaged and/or employed by the Allottee, directly or indirectly, for and/or in connection with the business of the Allottee in the Commercial Unit and/or otherwise shall be considered to be the employees of the Allottee and the Allottee shall be fully responsible and liable for all acts or omissions of its employees.

11.12.45 not to claim any right whatsoever or howsoever over any unit or portion in the said Project or the premises, save the Commercial Unit

11.12.46 Not request or compel the Association to operate the Common Areas beyond normal working timing.

11.12.47 To apply for and obtain and keep valid all permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc. as may be required for such use of the Commercial Unit and pay all taxes and outgoings in respect thereof. As and when required by the Promoter, the Allottee shall produce before the Promoter, all such permissions, clearances and other papers and documents in connection with its said obligation.

11.12.48 Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the fire fighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Commercial Unit in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Commercial Unit and shall keep the Commercial Unit free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Allottee.

11.12.49 To ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Mercantile Building and/or the Project by affixing posters, hanging festoons, spitting or doing any other act in any manner whatsoever.

11.12.50 To keep the Commercial Unit under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Commercial Unit and not keep any animal or reptile in the Designated Unit.

11.12.51 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.

11.12.52 to cooperate and not to interfere with the procedures and the car parking management system installed in the Project.

11.12.53 to affix or install any further or additional electrical points in or about the said Unit with the prior written consent of Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee shall be required to submit proper electrical plans to the Promoter for approval.

11.12.54 Not to place or take into the lifts, without the prior approval of the Allottee, any heavy baggage, furniture, heavy articles or other goods.

11.12.55 Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Commercial Unit and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.

11.12.56 put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor. The air conditioners used inside the Commercial Unit and its technology will have to adhere to the technology requirements of the Promoter and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and

the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.

11.12.57 Not to erect or install on the windows of the Commercial Unit or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Commercial Unit nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Commercial Unit or to any part of the Mercantile Building.

11.12.58 To keep the Commercial Unit insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Allottee may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.

11.12.59 Not to store or bring upon any part of the premises or the Mercantile Building and/or Project any arms, ammunition or unlawful goods like gunpowder, saltpeter, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material

11.12.60 Not to allow any person to stay or reside at the Commercial Unit at night or beyond normal working hours.

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

(i) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.

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

(iii) Electricity charges for electricity consumed in or relating to the Unit.

(iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

(v) Proportionate share of all Common Expenses (including those mentioned in **PART-VI of SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. ____/- (Rupees _____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

(vi) Parking Facility Maintenance Charges amounting to Rs. ____/- per annum per Parking Facility, if any.

(vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.

(viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per the prevalent rates.

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

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

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

11.13.3 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.

11.13.4 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees guests agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

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

11.14 Liability Commencement Date: In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the expiry or days of issuance of such Notice of Possession or date of expiry of the time stipulated in such Notice, whichever be earlier, as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement

Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs. 50/- (Rupees fifty) only per Square foot per month of the built-up area in respect of the Designated Apartment towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.

11.15 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of two (2) years from the date of the Occupancy Certificate.

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

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

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

11.17.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or the Commercial Block or spaces surrounding the same including but not limited to their respective roofs, against applicable

charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

11.17.3 The Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be allowed to be exclusively used by the owners and/or occupiers of the Commercial Block and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.

11.17.4 The Promoter shall have exclusive right to put or permit kiosks, signages, promotions, advertizements, festoons, lollipops, vending machines, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial gain and/or for promotion at the open or covered passages, common lobbies, staircases, corridors, railings, lifts and other common areas and installations at the Commercial Block and shall also .

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

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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 Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

13. RIGHT OFALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OFTOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency 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 parking's and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The and service areas, if any, as located within the SILVER IKON, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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 , or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [nd keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] 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/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ 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 has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] 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/Plot/Building].

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 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 Registrar/Sub-Registrar/ registrar of Assurance 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.

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/plot/building, 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the 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.

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 Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

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

Name of Allottee: _____

Allottee Address: _____

Email id of Allottee: _____

Promoter Name: _____

Promoter Address: _____

Email id of Promoter: _____

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

31. JOINT ALLOTTEES

That in case there are Joint 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 to consider as properly served on all the Allottees.

32. GOVERNINGLAW

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 and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

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

34. To be read with clause 1: The Total Price does not include those Other Costs whose figures have not been finalized yet including those mentioned hereto and the same together with Taxes thereon shall be additionally payable by the Allottee. Although forming a component of the expression 'Total Price', the Other Costs are additional costs agreed to be paid by the Allottee and the Deposits are transferable to the Maintenance In-charge to the credit of the Allottee after adjustment of dues.

SCHEDULE – (A) ABOVE REFERRED TO

PART – I (PROJECT LAND)

ALL THAT piece and parcel of Bastu Land measuring **14** Cottahs **10** Chittaks and **37** sq.ft lying and situated at Mouza Shyamnagar (formerly Mouza - Krishnapur), J.L. No. 32/20 (formerly 17), R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. & L.R. Dag No. 173 AND 173/196, (part) appertaining to R.S. Khatian No. 638, L.R. Khatian no. 313 and being Municipal **Holding No. 1/3, Calcutta Jessore Road** (formerly Holding No.1, Calcutta Jessore Road) also known as **Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055, under ward No. 21 Within the limits of South Dum Dum Municipality, P.S. – Dum Dum, District North 24 Parganas**, together with all rights of easements and appurtenances civil amenities and facilities in the said premises, which is further butted and bounded by:

ON THE NORTH : Property forming part of R.S. & L.R. Plot No. 173/196;

ON THE SOUTH : Property forming part of R.S. & L.R. Plot No. 173;

ON THE EAST : **118'** wide Jessore Road;

ON THE WEST : Property Forming Part of R.S. & L.R. Plot no. 184;

PART – II (UNIT)

ALL THAT the residential flat being Unit No. ___ containing a carpet area of ___ Square feet more or less along with balcony with a carpet area of ___ Square feet more or less and a total built-up area of Unit (including Balcony) of ___ Square feet more or less on the ___ floor of the Building SILVER IKON at the Project Land.

PART-III PARKING FACILITY

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

PART-IV
COMMON AREAS
SECTION -I
COMMON AREAS IN THE BUILDING

1. Common Areas & Installations at any Building:

- 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the designated block.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
- 1.6 Windows, doors, grills and other fittings in the common area.
- 1.7 Lifts, Lift wells spaces required therefor.
- 1.8 Portion of Roof as may be identified by the Promoter as Common Roof of the Designated Block subject to the exceptions and reservations contained herein
- 1.9 Gate Goomty.
- 1.10 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Promoter.

SECTION-II
COMMON AREAS IN THE PROJECT

2. Common Areas & Installations at the Project:

- 2.1 Driveways, pathway pavements and landscape green at the Project Land except those reserved by the Promoter for exclusive use it being clarified that the Commercial Block may, at the discretion of the Promoter have exclusive passage and surrounding spaces..
- 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.4 Main Gates of the Project for entrances and exits, Boundary Walls, it being clarified that the Commercial Block may, at the discretion of the Promoter have separate entries/exits, walls and fencing.
- 2.5 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 2.6 Boundary walls of the Properties including outer side of the walls of the Project Land and main gates.
- 2.7 Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter.

SECTION-III

COMMON AREAS IN THE COMMERCIAL BLOCK

- (i) Electrical installations with main switch and meter and space identified therefor in the Building.
- (ii) Portion of the Passage from and to the Commercial Unit into and out of the said Land.

PART-V ACTIVITY CENTRE FACILITIES

- 1. ENTRY / EXIT
- 2. INTERNAL DRIVEWAY
- 3. DROP OFF AREA
- 4. OPEN PARKING
- 5. WATER FOUNTAIN

RESIDENTIAL WING

- 6. REFLOXOLOGY PATH
- 7. SCULPTURE POINT
- 8. YOGA LAWN
- 9. ADDA CORNER
- 10. AMPHITHEATRE
- 11. SENIOR'S SEATING
- 12. KID'S PLAY AREA
- 13. BAR-B-Q-ZONE
- 14. PARTY LAWN
- 15. STEPPING STONE

COMMERCIAL WING

- 16. CHIT-CHAT CORNER
- 17. PARTY DECK
- 18. SEATING WITH PERGOLA

PART-VI COMMON EXPENSES

1. MAINTENANCE: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Designated Block , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including parking spaces in the Mechanical Parking System and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Activity Centre Facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Activity Centre Facilities and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance,

passages, driveways, landings, staircases and other parts of the Designated Block and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. OPERATIONAL: All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Activity Centre Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.

3. STAFF: The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).

4. ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.

5. TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).

6. AMC & INSURANCE: Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

8. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.

9. PARKING SPACES: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

10. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

PART-VII CHAIN OF TITLE

WHEREAS by virtue of a Bengali Deed of Kobala dated 30th day of April, 1947, corresponding to 16th Baishak, 1354 B.S., duly registered in the office of the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. 27, Pages 94 to 101, Being No. 1443 for the year 1947, one Sri Joy Narayan Chandra, Sr iChuni Lal Chandra, Sri Ananta Lal Chandra and Sri Jugal Kishore Chandra for self and being the Executors of the Estate of Late Soobal Chand Chandra and Late Shyam Sundar Chandra, son of Late Ashutosh Chandra indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the plot of sali and doba land containing by estimation a total area of 01.56 Acres be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza Krishnapur, J. L. No. 17, R. S. No. 180, Touzi No. 228/229 comprised in C. S. Dag Nos. 220 (sali land measuring an area of 01.41 Acres) & 221, (doba measuring an area of 15 Decimals) appertaining to C. S. Khatian No. 738 under the Police Station of Rajarhat the District of 24 Parganas, North, particularly mentioned and

described in the Schedule there under written unto and in favour of Sri Manick Lal Ghosh, son of Late Rajani Kanta Ghosh free from all encumbrances whatsoever.

AND WHEREAS thereafter by virtue of a Bengali Deed of Kobala dated 6th day of June 1947, corresponding to 22nd day of Jaistha, 1354 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 24, Pages 198 to 204, Being No. 01444 for the year 1947, the said Sri Manick Lal Ghosh indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned, **ALL THAT** piece or parcel of the plot of sali and doba land containing by estimation a total area of 01.34 Acres be the same a little more or less out of the said land measuring an area of 01.56 Acre including all easement rights and appurtenances there totaling and situated at Mouza -Krishnapur, J.L. No. 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag Nos. 220 (sali land measuring an area of 01.19 Acres out of 01.41 Acres) & 221 (doba measuring an area of 15 Decimals) appertaining to C.S. Khatian No. 738 under the Police Station of Rajarhat in the District of 24 Parganas particularly mentioned and described in the Schedule Kha thereunder written unto and in favour of Sri Biswanath Laha and Sri Pashupati Laha alias Pashupati Nath Laha free from all encumbrances whatsoever.

AND WHEREAS by virtue of the said purchase the said Sri Biswanath Laha and Sri Pashupati Laha alias Pashupati Nath Laha became the absolute owners of **ALL THAT** piece or parcel of the said plot of sali and doba land containing by estimation an area of 01.34 Acres be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza -Krishnapur, J.L. No. 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag Nos. 220 (sali land measuring an area of 01.19 Acres) & 221 (doba measuring an area of 15 Decimals) appertaining to C.S. Khatian No. 738 under the Police Station of Rajarhat in the District of 24 Parganas free from all encumbrances whatsoever and thereafter during the period of Revisional Settlement the said Sri Biswanath Laha and Sri Pashupati Laha alias Pashupati Nath Laha duly recorded their names in respect thereof the said land in the record of rights in R.S. Dag Nos. 173 & 173/196 appertaining to R.S. Khatian Nos. 636 & 638 and in R.S. Dag Nos. 190, appertaining to R.S. Khatian Nos. 637 & 639 and also mutated their names in the records of the South Dum Dum Municipality and accordingly upon mutation the said Municipal Authority assessed the said plot of land as Municipal Holding No. 394, Calcutta Jessore Road thereafter re-assessed as Municipal Holding No. 509, Calcutta Jessore Road also known as Premises Nos. 509/3, 509/1 & 509/2, Calcutta Jessore Road, Kolkata – 700055, upon payment of relevant khajanas and taxes thereof to the said concerned authorities.

AND WHEREAS thereafter by virtue of a Deed of Partition dated 31st day of August, 1977 duly registered in the office of the Registrar of Assurance at the then Calcutta in Book No. I, Volume No.

176, Pages 104 to 118, Being No. 4053 for the year 1977, the said Sri Biswanath Laha and Sri Pashupati Laha alias Pashupati NathLaha divided, demarcated and separated the said entire plot of land into two Lots being Lot No. A and Lot No. B by metes and bounds for better enjoyment and effective control and dealings of their respective share and in terms of the said Deed of Partition the said Sri Pashupati Laha alias Pashupati NathLaha was allotted **ALL THAT** piece or parcel of a plot of land containing by estimation an area of 02 (two) Bighas 03 (three) Cottahs 10 (ten) Chittacks 08 (eight) Sq.ft., be the same a little more or less being the Lot No. B particularly mentioned and described in the Schedule - B (Part) thereunder, written and more clearly delineated with Yellow border line in the Map or Plan annexed thereto subject to use the common passage in the terms and conditions as contained therein the said Deed of Partition.

AND WHEREAS thereafter by virtue of two separate Deeds of Conveyance, the said Sri Pashupati Laha alias Pashupati Nath Laha sold, transferred, conveyed, assigned and assured **ALL THAT** piece or parcel of two plots of land containing by estimation a total area of 17 (seventeen) Cottahs and 43.50 Sq.ft. be the same a little more or less out of the said land measuring an area of 02 (two) Bighas 03 (three) Cottahs 10 (ten) Chittacks 08 (eight) Sq.ft. unto and in favour of therein named Purchaser(s) absolutely and forever.

AND WHEREAS subsequently the said Sri Pashupati Laha alias Pashupati Nath Laha mutated his name in respect thereof in the record of rights of the concerned B.L. & L.R. Office under L.R. Khatian No. 313 comprised in L.R. Dag Nos. 173, 190, 173/196, 173/199 and also mutated his name in the records to the South Dum Dum Municipality and accordingly upon mutation, the said Municipal Authority assessed the said plot of land as Municipal Holding No. Calcutta Jessore Road, Kolkata – 700055, under the Police Station of Dum Dum in the District of North 24 Parganas upon payment of relevant khajna and taxes thereof to the said concerned authorities.

AND WHEREAS the said Sri Pashupati Laha alias Pashupati Nath Laha after becoming the absolute owner of **ALL THAT** piece or parcel of a plot of danga land containing by estimation a total area of 43.85 Decimals equivalent to 01 (one) Bigha, 06 (six) Cottahs, 08 (eight) Chittacks and 21 (twenty one) Sq.ft. be the same a little more or less together with structure thereon including all easement rights and appurtenances thereto lying situated at and being Municipal holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza - Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17), R.S. No. 180, Touzi No 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatiano. 738 corresponding to L.R. Dag No. 173 (part) appertaining to Khatian No. 638, corresponding L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian no. 313, under the Police Station of Dum Dum, within the limits of

South Dum Dum Municipality, in Ward No. 21 in the District of North 24 Parganas free from all encumbrances whatsoever given a portion of the said land in terms of tenancy, in favour of one **Sri Tarun Kumar Paul since 2002 for residential purpose, in the said Schedule mentioned premises within a tin-shedded residential** structure measuring more or less 150 sq.ft. and continuing his tenancy more than 15 years.

AND WHEREAS upon issuance of New Khatian the land of Sri Pashupati Laha alias Pashupati Nath Laha was recorded to the extent of 40.86 Decimals under Khatian no 313 in Dag nos 173, 190, 173/196 under the Police Station of Dum Dum, within the limits of South Dum Dum Municipality, in Ward No. 21 in the District of North 24 Parganas.

AND WHEREAS while in absolute possession and occupation and enjoyment upon the said land alongwith the structure thereon, the said Pashupati Laha alias Pashupati Nath Laha died intestate on 27.03.2008 leaving behind him, his widow, **SMT. MIRA RANI LAHA**, now deceased, his only son, **SRI PARTHA LAHA**, and only daughter **SMT. KABERI BANIK CHOWDHURY** as his only legal heirs. However, the said Smt. Mira Rani Laha died intestate on 26.02.2018, leaving behind her, only son, **SRI. PARTHA LAHA**, and only daughter **SMT.KABERI BANIK CHOWDHURY** as her only living legal heirs of the said deceased **Pashupati Nath Laha**.

AND WHEREAS by virtue of the said inheritance, the said **SRI PARTHA LAHA**, and **SMT. KABERI BANIK CHOWDHURY** become the absolute owners to the extent of undivided equal share each and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said plot of danga land containing by estimation an area of 40.86 Decimals. be the same a little more or less togetherwith structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R. S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas free from all encumbrances whatsoever

AND WHEREAS the said **SRI PARTHA LAHA**, and **SMT. KABERI BANIK CHOWDHURY**, jointly appointed an Attorney in their favour, who shall act according in their absence and appointed **SRI MAHENDRA AGARWAL**, (PAN – AFWPA1843G), son of Late Hari Prasad Agarwal, by faith – Hindu, by occupation - Business, By Nationality - Indian, residing at 180/1, Bangur Avenue,

Block – B, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, West Bengal, by means of a registered General Power of Attorney, recorded in Book no. IV, Vol. no. 1506-2019, pages from 19898 to 19924, being Deed no. 150600725 of the year 2019, duly registered at the office of the Additional District Sub – Registrar, Cossipore – Dum Dum, North 24 Parganas.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL**, **ALL THAT** piece or parcel of the said plot of danga land measuring about an area **2** cottahs **8** Chittacks **00** sq.ft out of 40.86 Decimals be the same a little more or less togetherwith tin-shed structure measuring about 150 sq.ft thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20 (formerly 17, R. S. No. 180, Touzi No. 228/229 comprised in C. S. Dag No. 220 (part) appertaining to C. S. Khatian No. 738 corresponding to R. S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L. R. Dag Nos. 173, 190 & 173/196, appertaining to L. R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **SILVER VILLA CONSTRUCTIONS PVT LTD** by a Deed of Conveyance dated 20/09/2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1 Volume No. 1904-2021. Pages from 453391 to 453434 being No. 190409889 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL** **ALL THAT** piece or parcel of the said plot of danga land measuring about an area **1** cottahs **8** Chittacks **00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. E, togetherwith tin-shed structure including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **SILVER VILLA CONSTRUCTIONS PVT LTD** by a Deed of Conveyance dated 20.09.2021 duly registered in the office A.R.A IV Kolkata and recorded in Book

No. 1, Volume No. 1904-2021, Pages from 453259 to 453303 being No. 190409885 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL ALL THAT** piece or parcel of the said plot of danga land measuring about an area **1** Cottahs **8** Chittacks **00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. F, togetherwith tin-shed structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **SILVER VILLA CONSTRUCTIONS PVT LTD** by a Deed of Conveyance dated 20.09.2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1, Volume No. 1904-2021, Pages from 453304 to 453347 being No. 190409886 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL ALL THAT** piece or parcel of the said plot of danga land measuring about an area **2** Cottahs **1** Chittacks **00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. B, togetherwith tin-shed structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **SILVER VILLA CONSTRUCTIONS PVT LTD** by a Deed of Conveyance dated 20.09.2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1, Volume No. 1904-2021, Pages from 453348 to 453390 being No. 190409887 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SILVER VILLA CONSTRUCTIONS PVT LTD** had sold, transferred, conveyed, assigned and assured **ALL THAT** piece or parcel of the said plot of danga land measuring about an area **2 Cottahs 8 Chittacks 00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. G, togetherwith tin-shed structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **VIKASH MOTH** by a Deed of Conveyance dated 7th day of October, 2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1, Volume No. 1904-2021, Pages from 485684 to 485723 being No. 190411186 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL ALL THAT** piece or parcel of the said plot of danga land measuring about an area **2 Cottahs 8 Chittacks 00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. C, togetherwith tin-shed structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **ANANYA BISWAS** by a Deed of Conveyance dated 20.09.2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1, Volume No. 1904-2021, Pages from 453479 to 453520 being No. 190409882 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL ALL THAT** piece or parcel of the said plot of danga land measuring

about an area **2** Cottahs **8** Chittacks **00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. D, togetherwith tin-shed structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **ANANYA BISWAS** by a Deed of Conveyance dated 20.09.2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1, Volume No. 1904-2021, Pages from 453218 to 453258 being No. 190409884 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI PARTHA LAHA** and **SMT. KABERI BANIK CHOWDHURY** had sold, transferred, conveyed, assigned and assured through their constituted attorney namely **SRI MAHENDRA AGARWAL ALL THAT** piece or parcel of the said plot of danga land measuring about an area **2** Cottahs **1** Chittacks **00** sq.ft out of 24 Cottahs 11 chittacks 23 sq. ft. be the same a little more or less being Lot No. A, togetherwith tin-shed structure thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J.L. No. 32/20 (formerly 17, R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L.R. Dag Nos. 173, 190 & 173/196, appertaining to L.R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, the same unto and in favour of **SAMYA BISWAS** by a Deed of Conveyance dated 20.09.2021 duly registered in the office A.R.A IV Kolkata and recorded in Book No. 1, Volume No. 1904-2021, Pages from 453435 to 453478 being No. 190409891 for the year 2021 against the valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said Silver Villa Constructions Pvt. Ltd., Vikash Moth, Ananya Biswas and Samya Biswas amalgamated their plots of land in a single Holding being No. 1/3, Calcutta Jessore Road, Ward No. 21 Kolkata - 700055.

AND WHEREAS after amalgamation the said Silver Villa Constructions Pvt. Ltd., Vikash Moth, Ananya Biswas and Samya Biswas the Owners/ Vendors herein being the joint Owners and seized and possessed of/or otherwise well sufficiently entitled to inter-alia **ALL THAT** piece and parcel of Bastu Land measuring **14** Cottahs **10** Chittaks and **37** sq.ft lying an situated at Mouza Shyamnagar (formerly Mouza - Krishnapur), J.L. No. 32/20 (formerly 17), R.S. No. 180, Touzi No. 228/229 comprised in C.S. Dag No. 220 (part) appertaining to C.S. Khatian No. 738 corresponding to R.S. & L.R. Dag No. 173 AND 173/196, (part) appertaining to R.S. Khatian No. 638, L.R. Khatian no. 313 and being Municipal **Holding No. 1/3, Calcutta Jessore Road** (formerly Holding No.1, Calcutta Jessore Road) also known as **Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055, under ward No. 21 within the limits of South Dum Dum Municipality, P.S. – Dum Dum, District North 24 Parganas** and enjoying the right, title and interest thereof free from all sorts of encumbrances and more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS the said Silver Villa Constructions Pvt. Ltd., Vikash Moth, Ananya Biswas and Samya Biswas the Owners/ Vendors herein jointly recorded their names before the South Dum Dum Municipality being Holding No. **Holding No. 1/3, Calcutta Jessore Road, Kolkata – 700055** and pay rates and taxes regularly.

AND WHEREAS the said Vikash Moth, Ananya Biswas and Samya Biswas the Owners/ Vendors no. 2 to 4, being desired to construct promote, erect, develop and built a multi storied building and upon their respective land and engaged with Silver Villa Constructions Pvt. Ltd. for develop their respective lands.

AND WHEREAS one Development Agreement was executed and registered on 22/Oct/2021 entered into by and between the parties namely Vikash Moth and Silver Villa Construction Pvt. Ltd. as the terms, conditions, stipulations, provisions and other more fully and particularly mentioned, described, enumerated, provided and given at and under the same. The said Development Agreement duly registered in the office of the ARA-IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 546708 to 546750, Being No. 190411975 for the year 2021 and also executed a development power of attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under

Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the office of the ARA –II, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 546792 to 546820, Being No. 190412035, for the year 2021.

AND WHEREAS one Development Agreement was executed and registered on 27th day of September, 2021 entered into by and between the parties namely Ananya Biswas and Silver Villa Construction Pvt. Ltd. as the terms, conditions, stipulations, provisions and other more fully and particularly mentioned, described, enumerated, provided and given at and under the same. The said Development Agreement duly registered in the office of the ARA-IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 450530 to 450571, Being No. 190410534, for the year 2021 and also executed a development power of attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the office of the ARA –IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 450600 to 450627, Being No. 190410381 for the year 2021.

AND WHEREAS one Development Agreement was executed and registered on 27th day of September, 2021 entered into by and between the parties namely Samya Biswas and Silver Villa Construction Pvt. Ltd. as the terms, conditions, stipulations, provisions and other more fully and particularly mentioned, described, enumerated, provided and given at and under the same. The said Development Agreement duly registered in the office of the ARA-IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 450488 to 450529, Being No. 190410353, for the year 2021 and also executed a development power of attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the office of the ARA –IV, Kolkata and recorded in Book No. I, Volume no. 1904-2021, pages 450572 to 450599, Being No. 190410380 for the year 2021.

AND WHEREAS due to change of circumstance parties namely Samya Biswas and **SILVER VILLA CONSTRUCTIONS PVT LTD** a registered supplementary development agreement on 20/April/2022 duly registered in the office of the ARA –II, Kolkata and recorded in Book No. I, Volume no. 1904-2022, pages 525726 to 525741, Being No. 190406880 for the year 2022 and also executed a development power of attorney in favour of **SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 7270 6500 5794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, one of the director of **SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED PAN: AALCS5185L** a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073 duly registered in the office of the ARA –II, Kolkata and recorded in Book No. I, Volume no. 1904 - 2022, pages 523123 to 523143, Being No. 190406895, for the year 2022.

PART-VIII SPECIFICATIONS

1. FOR THE UNIT: WALL FINISHING

| | |
|-----------------|--|
| Exterior | ● Paints as per Architect's design |
| Toilet | ● Ceramic Tiles on the wall upto frame height |
| Kitchen | ● Ceramic Tiles dado upto 2' from the platform |
| FLOORING | |
| Master Bedroom | ● Branded Vitrified Tiles |
| Bedrooms | ● Branded Vitrified Tiles |
| Living & Dining | ● Branded Vitrified Tiles |
| Kitchen | ● Anti-skid ceramic/ / vitrified tiles |
| Toilets | ● Anti-skid ceramic/ / vitrified tiles |
| Floor Lobby | ● Marble/ Vitrified tiles/engineered stone/granite |
| Entrance Lobby | ● Imported marble/engineered stone/granite |

Staircase

- Vitrified tiles/Stones/ Cement finish

OTHER FINISHES

Kitchen Counter

- Granite countertop
- Stainless sink
- Provision for chimney

DOOR & WINDOWS

Door

- wooden frames; flush door (on main door only)
- Lock (on main door only)

Windows

- Aluminum / UPVC window

ELECTRICAL

- Provision for Internet in living/dining

- Provision for TV points in all the bedrooms & living/dining
- Concealed copper wiring with modular switches

PLUMBING

- White color sanitary/basin & Branded CP fittings
- Provision for geyser in all the toilets
- Concealed plumbing & pipe-works
- BRANDED LIFTS

ELEVATORS

SCHEDULE - (B) ABOVE REFERRED TO (Description of the FLOOR PLAN OF THE FLAT)

SCHEDULE 'C'

PART-1

TOTAL PRICE

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

PART-II PAYMENT PLAN

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

| Sl. No. | Particulars | % | Amount in Rs. P.** |
|----------------|---|----------|-------------------------------|
| 1. | On Application | | |
| 2. | Before execution of this Agreement (less the application money) | 10% | |
| 3. | Within 7 days of signing of this Agreement | 10% | |
| 4. | Within 7 days from the commencement of Piling of Designated Block | 7.50% | |
| 5. | Within 7 days from the date of commencement of Basement of the Designated Block | 7.50% | |
| 6. | Within 7 days from the date of commencement of Second Floor of the Designated Block | 7.50% | |
| 7. | Within 7 days from the date of commencement of Fifth Floor of the Designated Block | 7.50% | |
| 8. | Within 7 days from the date of commencement of Thirteenth Floor of the Designated Block | 7.50% | |
| 9. | Within 7 days from the date of commencement of Twenty-first Floor of the Designated Block | 7.50% | |
| 10. | Within 7 days from the date of commencement of Roof casting of the Designated Block | 7.50% | |
| 11. | Within 7 days from the date of commencement of flooring of the Unit | 10% | |
| 12. | Within 7 days from the date of commencement of installations of windows of the Unit | 10% | |
| 13. | Within 15 days on Notice of Possession | 5% | |
| | ** plus applicable Taxes | | |

B. The Taxes on the amounts payable above shall be payable at applicable rates alongwith the relevant amounts.

C. The Other Costs with applicable Taxes shall be paid by the Allottee to the Promoter

The Deposits shall be paid by the Allottee to the Promoter in terms hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

At Kolkata on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

SILVER VILLA CONSTRUCTIONS P LTD

(Authorized Signatory)

WITNESSES:

Signature _____

Name –

Address _____

Signature _____

Name –

Address _____

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