

FORMAT
OF
RERA BUYERS AGREEMENT
UPDATED
ON
15.09.2022

AGREEMENT FOR LEASE

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR LEASE

INDIAN CHURCH TRUSTEES (PAN No. AAATI4775Q), a body incorporated by Royal Charter dated 11th June, 1929 under the provisions of Sub-Section (i) of Section 6 of the Indian Church Act, 1927 having its office at Bishop's House, 51, Chowringhee Road, Post – Office Middleton Row, Police Station Shakespeare Sarani, Kolkata – 700071, represented by **Mr. Sushil Tiwari**, son of Mr. Shiv Shankar Tiwari, (PAN: ADXPT2879A) (AADHAR 383221982176) residing at Flat No.203,Kasturi Apartment, 2nd Floor, 138, Banamali Naskar Road, , P.O & P.S:Parnashree, Kolkata - 700060 Authorised person of the Developer as per POA dated 22nd August 2019 and hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**

AND

1) SRIJAN REALTY PRIVATE LIMITED (PAN No. AAHCS6112K), a Company incorporated under the Companies Act, 1956, having its registered office at Srijan House, 36/1A, Elgin Road, Post Office: Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700 020 represented by Authorised Representative **Mr. Sushil Tiwari**, son of Mr. Shiv Shankar Tiwari, (PAN: ADXPT2879A) (AADHAR 383221982176) by nationality Indian residing at Flat No.203,Kasturi Apartment, 2nd Floor, 138, Banamali Naskar Road, , P.O & P.S:Parnashree, Kolkata - 700060,

2) EASTFORD DEVELOPERS LLP (PAN: AAFFE5742C) the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at Srijan House, 36/1A, Elgin Road, Post Office: Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700 020, represented by **its authorized** signatory **Mr. Sushil Tiwari**, son of Mr. Shiv Shankar Tiwari, (PAN: ADXPT2879A) (AADHAR 383221982176) by nationality Indian residing at Flat No.203,Kasturi Apartment, 2nd Floor, 138, Banamali Naskar Road, , P.O & P.S:Parnashree, Kolkata - 700060

hereinafter jointly **referred to as the”PROMOTERS/ LESSOR“** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and/or successors in interest and assigns.) of the **SECOND PART:**

AND

[If the Lessee/Allottee is an individual]

Mr./Mrs./Mrs _____, (Aadhaar no. _____) son of _____ aged about ----- years, residing at _____ (PAN _____) , hereinafter referred to as the “Lessee/Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

or

[If the Lessee/Allottee is a company]

_____ (CIN no. _____), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the” Sub-Lease/Allottee “ (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) of the **THIRD PART:**

[or]

[If the Lessee/Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited (**or A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN - _____), represented by its authorized Partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the” Sub-Lease/Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **THIRD PART:**

[or]

[If the Lessee/Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the” Lessee/Allottee “ (which expression shall unless repugnant to the context or meaning thereof

be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the **THIRD PART**:

The Owner, Promoter/ Lessor, and the Allottee/ Lessee, shall hereinafter collectively be referred to as the “parties”, and individually as a “party”.

WHEREAS:

- A. By an Indenture dated 05.10.1880 executed by and between one Mir Mohammed Cazim of No.19, Chitpore Road therein referred to as the Vendor of the one part and The Incorporated Society for the Propagation of the Gospel in Foreign Parts, (hereinafter referred to as the Said Society) therein referred to as the Lessor of the Other Part and registered in the Office of the Sub Registrar Alipore, in Book No.I, Volume No.40 pages 193 to 199 Being No.3092 for the year 1880 the Vendor therein for the consideration stated therein sold transferred and conveyed unto and in favour of the said Lessor All that the property being premises no.23 Lower Circular Road measuring 18 (eighteen) Bighas, 17(Seventeen) Cottahs and 6 (Six) Chittaks more or less, Together With dwelling houses, stables gardens etc in Dihi Panchannagram in the District of 24 Parganas Sub-District of Alipore, hereinafter referred to as the **“said Entire Property”**.
- B. The said Entire Property was later sub-divided into several smaller plots including premises No.224 Lower Circular Road (subsequently renamed as Acharya Jagadish Chandra Bose Road) Calcutta containing land measuring **7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** (hereinafter referred to as the **“Said Property”**).
- C. By a notification published in the Gazette Of India on July 20, 1929 George The Fifth, the then Emperor of India granted a Charter of Incorporation to the Indian Church Trustees whereby all properties held till then for the benefit of the Indian

Church which was earlier formed under the Indian Church Act, 1927, stood vested in the Indian Church Trustees and further authorized the Indian Church Trustees to acquire either by Lease or otherwise receive and hold any land, tenement and hereditaments whatsoever or interest therein and any investments, money goods chattels or other personal property which may be transferred or paid to the Trustees pursuant to the Indian Church Act, 1927 and the rules framed thereunder or which may be assured given devised or bequeathed to the Trustees by any person or persons company or corporation or body politic capable of making an assurance gift devise or bequest thereof for the purposes of the Indian Church or any part or parts thereof or upon any special Trusts.

D. Pursuant to the said notification, at a meeting held on 12th December, 1957, the Said Society resolved to transfer the said Entire Property including the said Property in favor of the Indian Church Trustees for better management, protection and preservation.

E. By a Declaration dated 20th day of October, 1960 made by the Said Society for the Propagation of the Gospel in Foreign Parts and registered in the Office of the Registrar of Assurances in Book No. I, Volume No. 135, Pages 133 to 136, Being No. 5076 for the year 1960, the said Society made a declaration of vesting the Said Entire Property including the Said Property in the said Indian Church Trustees

F. There after from time to time by several indentures of lease/transfer parts and portion out of the said Entire Property, were transferred resulting in the creation of new premises and after transferring and handing over the smaller holdings to such Lessees/Transferees the Indian Church Trustees, the Owner herein, continue to remain in possession of Holding No. 224, A.J.C. Bose Road admeasuring **7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** equivalent to 10010 Sq.Mtrs. more or less Together With buildings, sheds and other structures whatsoever lying erected and/or built thereat situated lying at and being Municipal Premises No.224, Acharya Jagadish Chandra Bose Road,

Kolkata-700017 (hereinafter referred to as the “said Property”) and is more fully and particularly described in the **Part I of Schedule-A** hereunder written out of the said 7 (Seven) Bighas, 9 (nine) Cottahs, 10 (Ten) Chittacks and 22 (Twenty Two) Square Feet Building Block ‘A’ is being developed as an integrated commercial/semi commercial project (Tower “A”), proposed to be named ‘LOGOS’ comprising of office spaces, commercial spaces and other spaces and common areas, amenities and facilities which is being offered for lease (“Project”) in the approximate land area of 30 Kottahs hereinafter referred to as Block A land and the same is shown and delineated in **RED** borders in the map or plan marked **“X”** annexed hereto (hereinafter referred to as the “said Block A Property”)/Project.

- G. The title Documents of the Owners are more fully described in the **SCHEDULE - G** hereunder;
- H. The “said Property” had/has been and still being used by the Owners for running a Theological College and rendering Theological education and training for Christian Priesthood in the name of Bishop’s College and will continue to be used by them in future for the same purpose.
- I. The Owner herein with the concurrence of the Bishop’s College, has decided for part development of the said Property and for that purpose , in consultation with the Architect demarcated the said Property into 4 (four) sub parts namely Parts “A”, “B”, “C” and “D” whereby the Owner have decided to offer 3 (three) parts (i.e. Parts “A”, “B” and “C”) out of the four parts for development of a building project and retain Part “D” and the other areas for their own use. The 3 (three) parts being Parts “A”, “B” and “C” being portion of the “said Property” are more fully and particularly shown and delineated in **GREEN** borders in the plan marked **“X”** annexed hereto which shall be developed by causing demolition of the existing buildings and structures lying erected thereat. Parts ‘B’ and ‘C’ shall be entirely kept, retained by the Owner and the development thereon shall be handed over to the Owner and Part ‘A’ alongwith the development of new Building Block thereon shall form the subject matter of this Agreement (**“Project”**). The Part “C” and “D” shown in Blue borders in the Plan “X” annexed hereto shall continue to be in use and occupation of the Owner.

- J. The Owner herein, has appointed the Developer as the Promoter/Developer/Builder in respect of the “**said Property**” by an Agreement dated 7th August, 2019 registered in the office of the Additional District sub-registrar, South 24 Parganas in Book No.I, Volume No.1606 of 2019 Pages 125600 to 125675, Being No.160603202 for the year 2019.
- K. For the ease and convenience of development the Promoter no. 1 designated a Limited Liability Partnership named **Eastford Developers LLP as a SPV** to act as Developer/ promoter of the project who is hereinabove referred to as Promoter No. 2.
- L. The Said Property is being developed by construction of three building blocks ‘A’, ‘B’ and ‘C’ wherein Building Blocks ‘B’ and ‘C’ shall be exclusively used by the Owner for the benefit of Bishop’s College and constructed spaces only in Building Block ‘A’ is being developed as an integrated commercial/semi commercial project (Tower “A”),proposed to be named ‘LOGOS’ comprising of office spaces, commercial spaces and other spaces and common areas, amenities and facilities which is being offered for lease (“Project”). There shall be separate entrance for the Owner and their students, trainees and other related persons for entering into the premises. The Developer/Lessor and the Lessees of Office Units in Tower “A” shall use a separate entry for entering their Project Area. The Part “A” of the land in which Block A is to be constructed with the proposed name LOGOS is shown in Red borders in the Plan “X” annexed hereto
- M. The Lessor has caused a plan to be sanctioned by the Kolkata Municipal Corporation, being Building Permit No. 2022080083 dated 21st September, 2022 (“**Plan**”), for construction of “**the Project**”/”**LOGOS**” which includes all permissible modifications and/or revisions made thereto, if any, from time to time in respect of the entirety of the Project with provisions for amenities and facilities of “**LOGOS**” to be used in common by all occupants / lessees of Building Block ‘A’ in due course. The Lessor agrees and undertakes that they shall not make any changes to these approved plans except in compliance with applicable laws.

- N. The occupants of Building Block 'A' will share the common amenities, facilities and services of Project "LOGOS" only as shown in the Plan annexed hereto and marked ANNEX-A .
- O. The Allottees of Units in Building Block 'A' will be entitled to have right of ingress to and egress from and through all the common passages and pathways of Project "LOGOS" only and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located within the Said Project.
- P. The Lessor is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner and the Lessor regarding the said Project Land on which the said Project is to be constructed, have been completed.
- Q. The Lessor has obtained the final layout plan, from the Municipal Authorities and agrees and undertakes that it shall not make any changes to these lay out plans except in strict compliance with Section 14 of the Real Estate (Regulation And Development) Act 2016 and other laws as applicable.
- R. The Lessor has since registered/will register (as the case may be) the Project with the West Bengal Real Estate Regulatory Authority under the provisions of the said Act at Kolkata on _____ under Registration No. _____.
- S. The said Project is earmarked for the purpose of constructing Tower-"A" comprising B+G+16 floors having commercial/Office/any other purpose as demarcated and marked with color **Pink** in the Plan annexed hereto and marked ANNEX-B _.
- T. By a Power Of Attorney dated 22nd August 2019 registered in the office of the ADSR Sealdah in Book No.I, Volume No.1606-2019 Pages 126859 to 126888, Being No.160603405 for the year 2019 the Owners granted development powers to the

Promoter to undertake the development in terms of the said Development Agreement.

- U. The Lessor is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Lessor regarding the said Project Land on which the said Project is to be constructed, have been completed.
- V. The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- W. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR available for the entire Building Project need not be uniformly utilized in all the different Building Blocks and the Promoter may vary the utilization of the permissible Ground Coverage/FAR from building to building.
- X. All The Facilities and Amenities will be mutually shared by all the occupants of the entire Building Project All the Common Facilities and Amenities may not be made available at once as some of the Facilities will be made available after completion of the entire building project .
- Y. In the absence of local law only, the occupants of the building block –“A” will have an Association of Unit Owners. to be formed after the completion of the entire Building Project. Till such time the Association takes over the administration and common purposes, the Allottees who have taken possession will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities as and when made available for the benefit, use and enjoyment of the Allottees of the building block-“A” towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, and

common services divided by the area of all the units for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in other units of the Block. The Association will ultimately take over the administration of all the facilities and other common purposes. It is further provided that till such time the Association is formed, the Promoter shall administer the common purposes and shall withdraw itself from such role and hand over the responsibility to the new body after its formation. Notwithstanding anything to the contrary herein, it is hereby clarified that (i) the Common Expenses shall always be divided by the area of all the office Units for which CC/Partial CC is given and the Allottee's pro rata proportion of its Unit area will be payable by the Allottee, (ii) the Developer shall contribute for the unsold, unregistered, office Units, (iii) The levying of Common Expenses shall start for all office Units simultaneously, (iv) Common Expenses shall include expenses of only those common facilities to which the Allottee has access.

- Z. The Promoter/Sub- Lessor has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Promoter and Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.
- AA. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and on visiting building block -A and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Promoter / Rera website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the Project and all other permissions necessary for construction and development had applied for a **LEASE** of Office Unit vide EOI / application No.....dated.....and has been allotted/Booked Office Unit No..... type, on

.....floor in Building Block No.-A. ("Building") having carpet area of square feet corresponding to Built-up area of _____ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** Together With the right of entrance, exit and/or right of way in such of the buildings Common Parts (area) which gives access to the Block "A" where the respective Unit is situated Together With undivided proportionate impartible part or share in the Land beneath the building Block "A" and as also the common areas, facilities and amenities of the building Block "A as defined under clause (n) of section 2 of the Act working out to a Super Built up area of _____ square feet, alongwith the right to use ___ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) / Open Car Parking Space (Dependent/Independent) No. _____ admeasuring _____ **square feet (Car Parking Space)** located on the **Basement/Ground/___ Floor** of or around the Building Block as permissible under the applicable law (hereinafter referred to as the "Unit" as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**) for the initial lease period of ___ years commencing from the Date of Completion Certificate/residual period alongwith the right of renewal of the lease for a further term of 99 (ninety Nine) years on the same terms and conditions and at the lease rent to be enhanced by 10(ten) times of the existing lease rent which is now Rs _____ (Rupees _____) only per month.

BB. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter, have been/will be uploaded in the official web-site of the Project under the website of the RERA Authority and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.

CC. The Allottee has been made aware and has unconditionally agreed that the occupants of Units, in other building blocks shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the occupants of other building blocks as defined hereinabove

of the Project (Project Common Areas, Amenities and Facilities).

DD. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

EE. 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 and with the further understanding that the Promoter may charge different rates from different allottees for Units, for different locations, specifications and at different times at the sole discretion of the PROMOTER.;

FF. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.

GG. . The parties rely on the confirmations, representation and the assurances of each other with particular reference to the **INTERPRETATIONS** of the legalities of this Agreement precisely stated in Clause No.35B hereunder which the Parties agree to faithfully abide by in accordance with the terms, conditions, and stipulation contained in the agreement and all applicable laws and are now willing to enter into this agreement and the Allottee hereby agree to Lease the Unit alongwith right to use of the parking (if applicable) as specified in Para AA above on the terms and conditions appearing hereinafter.

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

1. TERMS

1.1 SUBJECT TO Terms and conditions as detailed in this agreement , the promoter agrees to grant sub-lease to the Allottee and the Allottee hereby agrees to acquire leasehold rights in the Unit as specified in Para AA above in this agreement.

1.2 The **Total Consideration/Premium** of the Unit based on the carpet area is Rs. _____(Rupees_____only (“Unit price”) which includes cost of Unit, proportionate cost of common area, taxes, maintenance charges for three months . Breakup and description is more fully described in **SCHEDULE - C** hereunder written.

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price/premium:	[Please specify square feet rate]	[Please specify total]
	a) Cost of unit b) Height Escalation Charges		
B,	a)covered independent /covered dependent parking / open independent / open dependent / horizontal /vertical / Mechanical car parking User Rights b) Generator c) Transformer Charges d) Fire Detection system Charge e) Legal Charges f) Association formation g) Incidental Charges Grill charges(if opted)		
	Total		

	GST		
("Total Consideration/Premium"). (in rupees)			

- 1.2.1 The Demand Notice for payment of Instalments, extras, deposits and other charges by E-Mail or SMS shall be an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Loan. Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorised person of the Promoter as otherwise if any cheque is misplaced , the Allottee will be fully responsible for the same.

Explanation:

- I. The Total Consideration/Premium above includes the booking amount paid by the allottee to the Promoter towards the [Unit, /Plot];

The Total Consideration/Premium excluding GST, Extra Charges and Deposits is as mentioned in Schedule C. Other than the Unit Price, Lesse is liable to pay applicable GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause E) and also in the Booking Letter (Table- A of Booking Letter) shall be paid as and when required after the date of execution of this Agreement.

Schedule-C, EOI(Clause E) and Table-A_ of Booking Letter together is for the sake of convenience only defined as Total

Consideration/Premium (which includes taxes, extra charges and deposits).

- II. The Total Consideration/Premium includes Taxes consisting of tax paid or payable by the Promoter by way of GST, 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 Unit, to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be , after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Unit, /Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC/ Partial CC which shall be included in the Total Consideration/Premium.

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;

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Consideration and the Allottee shall not claim, demand or dispute in regard thereto..

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project the same shall not be charged from the Allottee.

- III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) 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 Consideration/Premium of Unit (as defined and calculated in Schedule C), includes recovery of proportionate price of land, construction of not only the Unit, but also the

Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring (upto gate of the Unit), electrical connectivity to the Unit, , Lift, Water line and plumbing, tiles, doors, windows (all in Common Area) , Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per para11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in Open/Covered parking(s) (dependent/independent) *if provided in the Agreement as separate addition to Schedule - C.*

- 1.3 The Total Consideration/Premium is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to future increase on account of development charges payable to the govt authority and/or any other increase in charges which may be levied or imposed by the govt authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges

after the expiry of the scheduled date of completion of the Project as per registration with the Authority , which shall include the extension of registration n, if any, granted to the said project by the Authority as per the Act , the same shall not be charged to the Allottee.

In case CESC or WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

- 1.4 The Allottee(s) shall make the payment of consideration as per the payment plan set out in **SCHEDULE- C (“Payment Plan”)**.

- 1.5 (a) Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Finance Companies/Banks etc on behalf of Allottee The Promoter may however allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6 % (six per cent) per annum for the period by which the respective installment has been pre-poned. 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.

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee , or such minor changes or alternations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which neither affects the Unit nor substantially affects the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee , the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

- 1.6 (a) It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Lease is effected) in respect of the Unit, without the previous written consent of the Allottee as per the provision of the Act.

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee , or such minor changes or alternations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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 Consideration/Premium payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate 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 which is not more than three per cent of the Carpet area of the Unit, , allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. Notwithstanding anything to the contrary herein, it is hereby clarified that any increase or decrease in the carpet area shall be acceptable upon submission of documentary evidence by the Developer and a joint inspection of the same by the Allottee.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit, as mentioned below:
- (i) The Allottee shall have exclusive Leasehold ownership of the Unit, ;
 - (ii) (a) The Allottee shall also have undivided proportionate variable 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. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate of the entire Building Block (and not Partial Completion Certificate phase-wise) from the Competent Authority as provided in the Act.

(iii) That the computation of the price/premium of the Unit, includes recovery of price of land, construction of [not only the Unit, but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit, and the Project

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be subject to prior consent and approval of the project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit, along with the right to use open/covered parking (dependent / independent), if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas i.e. areas and

facilities falling outside the Project shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972**

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1.10 The Promoter agrees to pay all outgoings before deemed possession of the Unit 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(i.e 3 months' from Notice of Possession), 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 Unit, 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. Notwithstanding the above, it is provided that in so far as any taxes and levies with regard to the allotted Unit are concerned the same shall become due and payable by the Allottee from the date of Notice of possession.

- 1.11. The Allottee has paid a sum of Rs..... (Rupees..... Only) as booking amount being part payment towards the Total Consideration/Premium of the Unit, at the time of booking the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Consideration/Premium of the Unit, as prescribed in the Payment Plan as per Schedule – C as may be demanded by the Promoter within the time and in the manner specified therein:

If there is delay in obtaining Commercial loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment. Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

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 /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as

applicable) in favour of **'Eastford Developers LLP'** payable at Punjab & Sind Bank, Kolkata . In case of Cheque payment a process charge of **Rs.500/-** plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee. If any dealing officer or staff of the Promoter asks for Cash payment, the Allottee is advised to promptly call and inform directly at +919830040316 or raise your complaint to rna@srijanrealty.in.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

the said Unit, 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/it under any head(s) of dues against lawful outstanding of the Allottee against the Unit, , 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 other manner.

5. TIME IS ESSENCE

(i) **Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project/phase as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit, to the Allottee and the common areas in the Phase to the association of the Allottees after receiving the occupancy certificate* or the completion certificate of the Building Complex, as the case may be subject to the same being formed and registered as per local law.

6. CONSTRUCTION OF THE PROJECT / UNIT,

6.1 The Allottee has seen the proposed layout plan, specifications, Amenities and facilities of the Unit, and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the relevant State laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT, / PLOT

7.1 **Schedule for possession of the said Unit, :** The Promoter agrees and understands that timely delivery of possession of the Unit, to the Allottee and the Common Areas to the Association of the Allottees, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit with all specifications, in place on 31st October, 2027 with a grace period of six months (**Completion date**). unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project ("Force Majeure"). The Common Areas of the entire Project shall be completed on the completion of the entire Project. 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 Unit, and the same shall not include the period of extension given by the Authority for registration,

Promoter will be entitled to give unit-wise possession upon obtaining the Completion Certificate/ Partial Completion Certificate of a building block

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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the

appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 PROCEDURE FOR TAKING POSSESSION-

(i) The Promoter, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion Certificate from the Competent Authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate. However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Unit, within 15 (fifteen) days of the written notice . 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 after receiving the occupancy certificate/ completion certificate (notice of possession). The Promoter shall hand over the photocopy of the Completion Certificate of the Block to the Allottee at the time of Sub-Lease of the same.

(ii) At the time of handing over possession of the structure of the building or wing of the building to the Association of Allottees, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such lease or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

7.3 Failure of Allottee to take the possession of [Unit, /Plot]:

(i) Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit, from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Promoter shall give possession of the Unit, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of **Rs. 10 per Sq.Ft** per month as Guarding Charges for the period of delay in taking possession.

7.4 Possession by the Allottee - After obtaining the Completion Certificate and handing over physical possession of the Unit, to all the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas to the association of the Allottees on its formation or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the Promoter shall hand over the necessary documents and plans including common areas to the Association of Allottees within 30 days after obtaining the completion certificate of the entire Building Complex or as per local laws.

7.5 Cancellation by Allottee-

(i) The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.5 (ii) below where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation-

(a) The Promoter/Owner 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over possession of the Unit to the Allottee and Common areas and the common purposes to the Association of Allottees.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand 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 unit, with interest at the rate specified in the Rules within forty five days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the **Unit** which shall be paid by the Promoter to the Allottee within forty five days of its becoming due..

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 project/phase Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title

assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Promoter shall ensure the Owner's title;

- (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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, Project or the Unit, ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Unit, are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit, 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 Lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Unit, which will, in any manner, encumber the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from leasing out the said Unit, to the Allottee in the manner contemplated in this Agreement ;

- (ix) Before or at the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Unit, to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be after completion of entire complex;
- (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 till the completion /Partial completion certificate has been issued and deemed possession of the Unit.

Provided that immediately on possession and/or from the 15th day from the Notice of Possession(Deemed Possession) the Allottee shall become liable to pay the rates, taxes and charges. The Allottee shall start payment of the Maintenance charges three months from the date of Notice of Possession.

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move possession of the Unit, to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Unit, shall be in a habitable condition which is complete in all respects

including the provision of all specifications as agreed to between the parties and for which Completion /Partial Completion Certificate has been issued by the Competent Authority.

(ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. In the above context, the term "Complete in all respects" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is man made and not machine made and there may be minor defects which will keep coming and the same will remain the responsibility of the Promoter to rectify upto 5 Years without further charge as provided in Clause 12 hereunder.

9.2 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 by the Promoter. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any 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 Lease of the Unit, , alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement.;

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 the possession of the Unit, which shall be paid by the Promoter to the Allottee within 45 days of its becoming due...

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions..

9.3 The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit, is situated. 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 more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per **Schedule -C**, 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 herein.

- (ii) In case of Default by Allottee in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond two consecutive months after the notice from the promoter in this regard and/or refusal or failure to register the Agreement, the promoter shall cancel the allotment of the Unit, in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated .

Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination

10 LEASE OF THE SAID UNIT,

- (i) The promoter on receipt of complete amount of the Consideration/Premium of the Unit, as per para 1.2 under the

Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey by way of Lease the title of the Unit, together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion /Partial Completion certificate.

Provided that, in the absence of local law, the Lease deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Partial/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 Lease deed in his/ her favour till full and final payment 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, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11 MAINTENANCE OF THE SAID BUILDING / UNIT, / PROJECT

- (i) The Promoter shall be responsible to provide and maintain essential services in the Project for three months from the date of Notice of possession or till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project whichever is earlier. The cost of maintenance for three months from the date of Notice of Possession has been included in the Total Consideration/Premium of the Unit.

The Allottee shall commence payment of Maintenance Charges to the Promoter after lapse of first three months from the date of Partial Completion Certificate of the respective Building Block and shall continue to pay till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Developer; the Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall

be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals. Once the Association is formed and the said project is handed over to the Association the Allottee shall start payment of Maintenance Charges to the Association.

12. DEFECT LIABILITY

A.(i) 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 Lease 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions (of the Allottee or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level (The table of Tolerance level is appended in Part B of SCHEDULE – D) allowed as per IS code will be acceptable to the Allottee. If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee.

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

The Allottee hereby agrees to the Lease of the Unit on the specific understanding that his/ her/its 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/its obligations in respect of all terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE UNIT, 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 Unit, or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The Basement (s) and service areas, if any, as located within the Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc.and other permitted uses as per sanctioned plans or requirement of the Project. 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 or specifically sanctioned and allotted for that sanctioned purpose to any Allottee, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

the Developer would be at liberty to the sanctioned uses/lease of the Basement which are legally permissible in law and for which sanction has been received.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT, :

16.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit, at his/ her own cost, in good repair and condition including periodic painting of the exterior on all sides. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the building, or the Unit, , or the staircases,

lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized and shall not cause any change to the colour, design of the elevation /exterior.

16.2 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/ façade of the Building or anywhere on the exterior of the project, building therein or common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors/windows or carry out any change in the Lobby/exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit, or place any repair material in the common passages or staircase of the building. The Allottee shall also not remove/chip any wall, including the outer and load bearing wall of the Unit, .

16.3 It is agreed recorded that the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room and in other Common areas/walls and exteriors

16.4 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 damage arising out of breach of any aforesaid conditions.

Periodic test of Electrical installations including wiring and also by Chartered Engineer shall be carried out at interval of every 2 years and also after possession and at the time of possession by the Maintenance In Charge/Association for ensuring safety and this is

very much mandatory keeping the safety of the Complex as a whole in mind.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Parties are entering into this agreement for the allotment of a Unit, with the knowledge of all laws, rules, regulations, notifications applicable to the project. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she/it has taken over for occupation and use the said Unit, , all the requirements, requisitions, demands and repairs which are required by any competent authority/as per Association of allottees in respect of the Unit, at his/ her own cost.

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Common Areas or any part thereof.

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/Phase after the building plan, lay-out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed..

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit, 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 **Unit**.

20. WEST BENGAL 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 [*Please insert name of the Unit, Ownership Act*].

The Promoter showing compliance of various laws/regulations as applicable in the said Act .

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 schedule 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 for 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 further execute the said agreement and appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the 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 the 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, implied or oral, if any, between the Parties in regard to the said Unit, /Plot/Building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of all 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 Allotees of the Unit, , in case of a transfer, as the said obligations go along with the Unit, for all intents and purpose.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretions, 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.

25.2 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 provisions.

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 there under 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 confirm to Act or the Rules and Regulations made hereunder 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 Allottees has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area/built-up area of the Unit, bears to the total carpet area/built-up area of all the Unit, in the project/ entire Building Complex/ Future Extensions 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 as may be decided by the Promoter, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post / under Certificate of Posting/ standard mail or courier at their respective addresses specified below.:

(i) For Allottee

(ii) For Promoter

Mr. R.N. AGARWAL,
 36/1A, Elgin Road,
 P.O Lala Lajpat Rai Sarani,
 Kolkata - 700020
 36/1A, Elgin Road, P.O.Lala Lajpat Rai Sarani, P.S Bhowanipore,
 Kolkata – 700020

Email: rna@srijanrealty.in

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 in writing 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.

Any correspondence from the Allottee shall carry the customer ID in the subject line in following manner “CI: XXXXXXXX”. Any correspondence not mentioning the customer ID shall be deemed to be non-est / null and void.

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. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any dispute 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 including those relating to common purposes of the Building Complex, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and 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.

35. DEFINITIONS

(i) **“Act”** means the Real Estate(Regulation & Development) Act, 2016;

“Rules” means the West Bengal Housing Real Estate (Regulation and Development Rules 2021;

“Regulations “ means the Regulations made under the Real Estate(Regulation & Development) Act, 2016;

“Section” means a section of the Act.

(ii) **ARCHITECT**” shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).

(iii) **ALLOTMENT / BOOKING/AGREEMENT FOR LEASE**- shall mean the provisional Booking letter,(EOI) and/or this Agreement for lease of the Unit, .

(iv) **APEX BODY or FEDERATION** means an independent body formed by and consisting of all the associations registered under the WB Apartment Ownership Act 1972 or any other legal entity constituted by the Allottees in various buildings/phases for the purpose of maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.

(v) **ASSOCIATION OF ALLOTTEES** means a collective body of the Lessees/allotees of a real estate project , by whatever name called , registered under any law for the time being in force, acting as a

group to serve the cause of its members and shall include the authorized representatives of the allottees.

(vi) **AMENITIES** : The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities is as given in the **SCHEDULE – E** below to be provided block-wise progressively with development of each building block as and when completed. No substantial or significant changes will be done . The description and location of the Common areas /amenities pertaining to the entire Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered.

(vii) **BLOCK/TOWER** shall mean a building consisting of several Unit, Units and other spaces intended for independent or exclusive use.

(viii) **BUILT UP AREA** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. If any wall comes within Unit and Common area then entire wall will be part of Built up area of the Unit.

(ix) **CARPET AREA/CHARGEABLE AREA** shall mean the net usable floor area of the Unit including POP & Plaster and excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee.but includes the internal partition walls of the Unit,

(x) **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and

administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Building Complex including those mentioned in **SCHEDULE- L** hereto. The said charges shall at all times be calculated on the basis of actual total expenses on available amenities and common services divided by the area of all units for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more allottees take up possession.

(xi) COMMON PURPOSES shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Promoter and/or occupants of the respective units and all other purposes or matters in which Apex Body/Federation and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire Building Complex.

(xii) COMMON AREA / COMMON PARTS AND FACILITIES shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE -E** hereunder. The Commercial / other Facilities shall include only those facilities which have been declared to be Common in the

Real Estate Project. Commercial /other Facilities which are not specifically declared to be 'Common' can be sold by the Promoter to any person without any interference of the Allottees.

- (xiii) **BUILDING COMPLEX PLAN(COMPLEX)** shall mean the plan relating to the Building Complex envisaged at present demarcated and externally bordered identified in Color "**GREEN**" in the Plan attached herewith and marked "**Annex A** " plus further future extensions to this Complex without becoming part of any other Building Complex but will merge and integrate with this complex only and become part of this Complex.
- (xiv) **FSI OR FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.
- (xv) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE - F**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment, Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.
- (xvi) **PROJECT** shall mean the constructed spaces only in Building Block 'A' being developed as an integrated commercial/semi commercial project (Tower "A"),proposed to be named 'LOGOS' comprising of office spaces s described in Recital L
- (xix) **PARKING SPACE** shall mean a location either covered or open or in open land, sufficient in size for parking of car, trucks, two wheeler or cycles etc in the portions of either the

basement, ground floor level or at other levels including Mechanised Parking, whether open or covered, of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the Plans approved by the planning authority to be allowed by the Promoter for exclusive use of the Allottee who opts to take it from the Promoter at a consideration..

- (xx) **PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit Leased in proportion to the Carpet area/Built-Up area of all the Units in the Building Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

In case the Promoter makes provision for Mechanical Parking and the Allottee is allotted the right to the use of such Parking facility in such cases the common expenses on account of Mechanical Parking shall be separately billed and shared exclusively among the Mechanical Parking Allottees only.

- (xxi) **SUPER BUILT UP AREA** will be the Carpet Area plus Veranda/balcony thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and façade and common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in

this agreement of Lease for which proportionate cost has been collected from the Allottees.

(xxii) STRUCTURAL ENGINEER shall mean the Engineer appointed or to be appointed from time to time by Promoter for the preparation of the structural design and drawings of the buildings .

(xxiii) SPECIFICATIONS -The tentative specification is as given in **SCHEDULE - D** below and shall include changes necessitated on account of any Force Majeure events or to improve or protect the quality of construction or on the recommendations of the Architect in which case the Builder shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE- D** .

B. INTERPRETATIONS: For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation :

<u>SL.NO</u>	<u>SUBJECT</u>	<u>CLAUSE</u>
<u>1</u>	<u>GST ON MAINTENANCE</u>	<i>All Unit Owners(Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills. .</i>
<u>2.</u>	<u>INDIRECT TAXES AND LEVIES</u>	<i>The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever(present or future) in respect</i>

		<p>of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit(if any) earned from the development and Lease to the Allottee shall be borne by the Promoter.</p>
<p><u>3.</u></p>	<p><u>POSSESSION AFTER COMPLETION</u></p>	<p>After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 15th day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the Unit on or within 15 days from the date of Notice of possession guarding charges will be applicable.</p> <p>The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting possession by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If</p>

	<p><i>there be any minor defect the Promoter will rectify it . The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying possession. If the Unit Owner himself wants to get the work done he can give prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his Unit .</i></p> <p><i>If the Allottee has requested for some extra work /modification and Promoter has agreed to complete such work , completion of this work will not be necessary for taking possession of the unit and the Builder will do such work only after possession is taken by the Allottee.</i></p> <p><i>The same principle shall apply when the Common areas will be handed over to the Association of Unit Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</i></p> <p><i>if any problems are faced by Allottee after receiving hand over of possession</i></p>
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		<p>he may please contact with Facility Manager (Mobile no..... & Mail id). If problem is not solved the issue may be escalated to the project in charge (Mobile no..... & Mail id) or project's director (Mobile No..... & Mail id)</p>
<u>4</u>	<u>NORMAL WEAR AND TEAR</u>	<p>It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are man made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</p>
<u>5</u>	<u>ADDL CONSTRUCTION IN UNITS</u>	<p>No Additional Construction on the exterior of Buildings or Unit is permissible. No internal changes allowed and Allottees cannot request Promoter for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it</p>

		<i>requires re- sanction without which we will not get the completion certificate (CC).</i>
<u>6.</u>	<u>RETAINED AREA OF THE PROMOTER</u>	<i>The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.</i>
<u>7.</u>	<u>PHASE-WISE FACILITIES AND AMENITIES</u>	<i>In large projects the provision of various Facilities and Amenities will be phase-wise. In some cases provisioning of all Facilities may take several years. While some Facilities may be provided in the initial phase there may be others which will come as the construction of the Complex progresses to subsequent phases.</i> <i>Sometimes the Promoter may later decide to provide some additional Facilities or add installations which were not earlier planned. In such cases the Allottees shall not object on the ground that the</i>

		<p><i>Common expenses may increase. There can also be a situation where due to adverse market condition the Promoter is forced to abandon a subsequent phase . In such cases also the Allottees shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</i></p> <p><i>The Allottee shall not have any manner of right , title or interest in respect of the specified facilities , save and except the right to use and enjoy and /receive certain common services of/from the said specified facilities , subject to the timely payment of the Maintenance Charges.</i></p>
<p><u>8.</u></p>	<p><u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u></p>	<p><i>if Allottee wants to know the construction status of the project please visit Project website for the update. The details to access the same is given below :</i></p> <p><i>Click on the link www.srijanrealty.com/</i></p> <p><i>Login id: Your registered email id</i></p> <p><i>password:123/321 etc</i></p> <p><i>If Allottee needs any construction, site or possession related information he may kindly get in touch with customer care.</i></p> <p><i>The steps to view the construction status is as under:</i></p> <p><i>Projects>Ongoing>Office>Location>Project Name>Construction Progress</i></p> <p><i>Your Customer Care Executive is:</i></p> <p><i>Name: Sushil Kumar Tiwari</i></p> <p><i>EMAIL: sushil@srijanrealty.in</i></p>

		Contact No:9830302438
<u>9.</u>	<u>CHANGE IN ALLOTMENT</u>	<i>If Allottee wants to change his allotted Unit and shift to another he has to first cancel the present allotment and Re-book a new Unit which is available at a new Consideration/Premium. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.</i>
<u>10.</u>	<u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u>	<p><i>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by us.</i></p> <p><i>It is very pertinent to note that the Promoter shall always Endeavour at the additional cost to allottees to adopt ways and means to minimize the cost of maintenance by ensuring that the entire lighting of the common areas is effected by solar power; auto irrigation of the landscaped area; adopting access control and implementing CC TV ; sensor based boundary wall with boom barriers; Main gate security; Auto-pump and automatic DG facility etc. and all these measures directly resulting in lowering of maintenance cost . All these charges will be provided from Sinking Fund if not provided by the Promoter as part of the</i></p>

	<p><i>Facilities separately and specifically</i></p> <p><i>Further, the charges for enjoying facilities and receipts from visitor's parking will be collected and thereafter credited to the Maintenance Account to further reduce the incidence of cost and make it self-sustainable. Facility Usage Charges will be decided in such a way that all the costs of services will be recovered from the users based on number of persons using the facilities. Further expenditure of a capital nature like Solar panel etc to be expended out of Sinking Fund will also bring about a reduction in the Maintenance Charges.</i></p> <p><i>If Unit Owners are not satisfied with the Maintenance Charges and/or the audited accounts they may hire the services of a reputed Auditor like big four and in that case the expense for taking their services will also form part of the Maintenance charges. The Auditor appointed by the Unit Owners can in consultation with the Project Auditors appointed by the Promoter , jointly do a fair audit of the actual charges incurred and if they decide that some expenses can be reduced, we will abide by such advice. It may however be noted that under any circumstances actual expenses incurred cannot be reduced. In such case reduction in cost can only be effected by withdrawal of some services or agency.</i></p> <p><i>The Allottee shall be obliged to pay the Maintenance Charges in advance as per</i></p>
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		<i>the said estimate. The Facility Manager shall provide reconciliation of the expenses towards CAM charges after end of the relevant financial year and the parties hereto covenant that any credit /debit thereto shall be settled by adjustment (i.e +/-) in the last two bills at the end of the financial year..</i>
<u>11.</u>	<u>RUBBISH THROWN FROM HIGHER FLOORS</u>	<i>Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit Owners in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below . Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mishappenings.</i>
<u>12.</u>	<u>UTILIZATION OF UNIT BY PROMOTER BEFORE CC</u>	<i>During construction, the Promoter shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used unit.</i>
<u>13.</u>	<u>DAMAGE</u>	<i>In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Promoter remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or</i>

		<p>consequential damages or losses.</p> <p>Besides the above , in order to retain the fitness, appearance and aesthetics of the Building blocks it will be a mandatory responsibility cast on the Association/Promoter to do structural repair and color painting of the exterior of the Building blocks at interval of every five years/or as may be required time to time by utilizing the accretions to the Sinking Fund which will be formed out of collections @ 20% more than the normal Maintenance Charges every month and invested in F.D.</p>
<p><u>14.</u></p>	<p><u>AVOID FRIVOLOUS COMPLAINTS</u></p>	<p>In case the Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Unit on the floor below the Allottee will be expected to</p> <p>bear with the same over a reasonable time till return of the Unit Owner of the Unit above. If the Owner above is not cooperating we may force open the door to rectify the defect and again repair the door at the cost of the Association. If the Owner of the lower Unit is also not available we can follow the same procedure to prevent continuous leakage of water.</p> <p>If the Allottee of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to false ceiling or other damage if any done shall be compensated by the Allottee</p>

		<i>causing such damage.</i>
<u>15.</u>	<u>HANDLING OF FURNITURE AND OTHER OBJECTS</u>	<p><i>The Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Owner that he undertakes to repair the lift if any damage is caused.</i></p> <p><i>Secondly, while making furniture , fixture or affixing anything within the Unit if any damage is caused to the floor or the wall the Promoter will not be responsible. That is why it is advised that the Allottee should check whether there is any dampness or cracks prior to embarking on these work. Oterwise Promoter will not be liable to rectify any defect.</i></p>
<u>16.</u>	<u>SPACE OVER PODIUM</u>	<i>It is clearly to be understood that the space over a podium for all intents and purposes shall be part of open area as defined and communicated in any marketing communication and not to be treated as covered .</i>
<u>17.</u>	<u>PLACEMENT OF DG, TRANSFORMERS ETC</u>	<i>Placement of Transformers, DG, air-conditioners etc. shall be done as per the advise of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.</i>
<u>18.</u>	<u>MUNICIPAL WATER</u>	<i>It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.</i>

19.	<p style="text-align: center;"><u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u></p>	<p><i>The Agreement entered into by and between the Promoter and the Allottee is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Promoter, is to be ignored completely.</i></p>
20.	<p style="text-align: center;"><u>PAYMENT OF INTEREST MANDATORY</u></p>	<p><i>In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Promoter fails to give possession at the mentioned time, the Promoter will also pay interest at the said rate. The Allottees are advised not to seek interest waiver as the Promoter follows a strict policy and If there is any issue with regard to the calculation mistake please intimate the same and the Promoter will look into the same and rectify.</i></p> <p><i>Allottee cannot get interest waiver since Developer also have to pay interest to the bank for construction loan and we also have to pay you interest due to delay in possession so we will not be able to waive off interest if levied in your account due to late payment.</i></p> <p><i>The Allottee agrees to pay to the Promoter interest on all amounts including the Total Lease consideration or any part thereof payable by the Allottee to the Prmoter under the terms of this Agreement from the date of said amount becoming due and payable by the Allottee till the date of realization of such payment. The Allottee confirms that the payment of interest by the Allottee shall be without prejudice to the other rights</i></p>

		<i>and remedies of the Promoter and shall not constitute a waiver of the same.</i>
21	<u>INSTALLATIONS</u>	<i>Installations such as WTP /STP/ Septic Tank, Garbage vat etc will be positioned within the Complex as per the advise, plan and design of the Architect / Consultant. If the Unit Owners are in disagreement with the positioning of the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be the final decision shall be acceptable to all. If any changes are required to be made, the additional cost will become part of common expenses.</i>
22.	<u>QUALITY OF WATER SUPPLY</u>	<i>The Promoter shall confirm the quality of the water supplied to the entire complex and obtain Water test report certifying that the water supplied to be of good potable quality and following such test report nobody shall question the quality of water.</i>
23.	<u>MUTATION AND ELECTRICITY METER</u>	<p><i>The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Unit in the records of the concerned authorities within a period of 15(fifteen) days from the date of possession and shall keep the Owners and the Promoter indemnified against any loss , claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non fulfillment and/or non observance of this obligation by the Allottee.</i></p> <p><i>Mutation of the Unit and obtaining electricity meter shall be the absolute responsibility of the Unit Owner and if required, the Promoter will only have an advisory role. The Promoter may appoint</i></p>

		<p><i>a consultant at reasonable cost to help the Unit Owners in these matters.</i></p> <p><i>(i) <u>For Electricity Connection</u></i></p> <p><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for Electricity Connection process, this details will be given as stated below:</i></p> <p><i>Contact Person's Name:</i></p> <p><i>Contact Person's Phone no.</i></p> <p><i>Contact person's Email Id:</i></p> <p><i>Otherwise Allottees can follow the below mentioned process-</i></p> <p><i>Step – 1: To obtain the copy of the Possession letter of the Unit from the Promoter.</i></p> <p><i>Step – 2: Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</i></p> <p><i>Step – 3: Allottee needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Unit and necessary fees to the Electricity office.</i></p> <p><i>Step – 4: Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</i></p> <p><i>Step – 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</i></p> <p><i>(ii) <u>For Mutation</u></i></p> <p><i>How will the mutation of Unit be done?</i></p> <p><i>The Promoter shall assign a fixed project</i></p>
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		<p><i>wise outsource person who will coordinate with all Allottees for mutation process, this details will be given as stated below ::</i></p> <p><i>Contact person's Name:</i></p> <p><i>Contact person's Phone no:</i></p> <p><i>Contact person's Email Id:</i></p> <p><i>Otherwise Lessee's can follow the below mentioned process –</i></p> <ul style="list-style-type: none"> <i>· Step – 1: To obtain the Completion Certificate of the particular block from the Promoter.</i> <i>· Step – 2: Allottees to intimate to KMC / Municipality about the details of Promoter.</i> <i>· Step – 3: KMC / Municipality will issue the Tax liability invoice</i> <i>· Step – 4: Allottee to clear the demand and get the NOC from KMC / Municipality.</i> <i>· Step – 5: Allottee to get his/her/its unit Deed of Lease registered.</i> <i>· Step – 6: Owner to apply for the mutation at KMC / Municipality along with copy of Deed and NOC for Tax with fees.</i> <i>· Step – 7: On the hearing date Allottee to be present with original documents for Mutation at KMC / Municipality.</i>
24	<u>DELAY IN SUPPLY OF ELECTRICAL POWER</u>	<p><i>Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex. In case of such delays,till such</i></p>

		<p>time the connection is obtained the Promoter assures that power shall be made available from the DG. In such cases Promoter's Sub-meter shall be installed and Lessee will pay per unit cost of electricity as per electricity company rate. Additional cost if any will be at the cost of the Promoter during the interregnum.</p>
25	<u>MODEL UNIT</u>	<p>The model Unit with all furniture items , electronic goods, amenities etc provided thereon at the site may not represent all the different types of Units in the Complex but is only a representative specimen of limited type of Units solely intended for the purpose of giving out an idea of the kind of internal, specification, pipes some fitments as described in Specification Schedule 'D'(not furniture and fixture) etc and neither will it be a matching replica of the Unit Unit which the Customer intends to Lease nor will it be matching in its lay-out.</p>
26	<u>TILING/FLOORING/WALLING</u>	<p>Secondly, in case the tiling/floor within any unit gets affected and there is a need to change some of the tiles, despite the best efforts the Promoter may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color scheme and the Allottee agrees to accept these unavoidable minute differences.</p> <p>As per our structural consultant the</p>

		<p>hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the different material. They are mostly non- structural in nature, and the structure will be safe and stable despite cracks. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall & RCC frame structure.</p>
27.	<u>NAME OF THE COMPLEX</u>	<p>In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the Complex . In such cases the Unit Owners shall not object to change of name</p> <p>The Allottee agrees and undertakes to cause the Association/Apex body to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Promoter.</p>
27	<u>RESTRICTED USE OF PROMOTERS NAME/MARK</u>	<p>The Allottee shall not use the name/mark of the Promoter in any form or manner , in any medium (real or virtual) , for any purpose or reason , 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 also Promoter and shall further be liable for prosecution for use of such mark of the Promoter</p>
28	<u>BOUNDARY WALL</u>	<p>The Promoter will provide a well constructed Boundary encircling the entire Complex. Additional request from Unit Owners for affixing barbed wire on top of the Boundary wall will not be entertained by the Promoter as it affects the aesthetics. If the Association wants to</p>

		<i>affix the barbed wire it may do so at its cost after hand over to Association.</i>
29	<u>CC TV</u>	<i>Only the Ground Floor common area lobby will be under CC TV surveillance. CC TV may not be provided in the upper floors.</i>
30	<u>AC LEDGE</u>	<i>AC ledge provided in every floor is common for all offices, all are allowed to put their outdoor units in that area.</i>

C. USEFUL INSTRUCTIONS TO THE ALLOTTEE

<p><u>ISSUE OF MONEY RECEIPT</u></p>	<p><i>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email at Promoter's email ID Collection@srijanrealty.in and also through SMS otherwise Promoter will not be able to know from whom the payment was received and the system will continue to show outstanding against Allottee's name.</i></p> <p><i>Once any amount paid by the Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 10 working days, he/she can send EMAIL to Collection@srijanrealty.in with cc to concerned Post Sales Executive. Money Receipt will be sent by Email as well as uploaded on Customer Portal. You can access Money Receipts/Demands/Ledger Statements/Interest(if any)through the Srijan Portal. All the above information can be downloaded .</i></p> <p><i>The Account detail of the Allottee can be accessed through the Srijan Portal by clicking on the link:</i></p> <p><i>http://mysrijan.srijanrealty.com</i></p> <p><i>Login id: your registered email id</i></p> <p><i>Default Password:123/321(you can change your password as you like.</i></p>
<p><u>FIRST DEMAND LETTER</u></p>	<p><i>The First Demand letter will accompany the Booking Letter and you receive both together. We</i></p>

	<p>will send subsequent demand according to our construction done as we follow construction linked plan and demand is raised once the work is completed.</p> <p>Under construction block should not be visited ideally due to Safety Hazards. For construction update please visit our website or get in touch with the customer care executive at site.</p>
<p><u>DOCUMENTS REQD FOR BANK LOAN</u></p>	<p>The following documents will be required by the Allottee for obtaining Bank Loan:</p> <p>(i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter.</p> <p>(ii) No Objection Certificate of the Promoter;(to get the NOC contact Post Sales Executive)</p> <p>(iii) Booking Letter;</p> <p>(iv) Lease Agreement;</p> <p>(v) Demand Letter;</p> <p>(vi) Money Receipts.</p>
<p><u>CONFIRMATION OF PAYMENT BY EMAIL</u></p>	<p>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to our email ID collection@srijanrealty.com and also through SMS to Mobile No of the concerned Post Sales Executive to enable the Promoter to know from whom the payment was received.</p>
<p><u>DEPOSIT OF TDS CERTIFICATE</u></p>	<p>Whenever the Allottee deposits the TDS please mail the TDS certificate and challan to collection@srijanrealty.com with a copy to the concerned Post Sales Executive, otherwise the TDS payment done by the Allottee will not be reflected in the Promoter's account. After sending the details wait for 10 working days to get the same reflected in Promoter's accounts and check in customer portal for credit against your A/C.</p>

<p>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</p>	<p><i>Lessor/Promoter or Lessee/Buyer and the shall follow the following procedure:</i></p> <p><i>It shall be the responsibility of the Lessor to immediately , after the execution of this Agreement to lodge the same for the registration with the relevant Sub-registrar of Assurances. Upon generation of Registration Assessment Slip for payment of Stamp Duty and Registration Fees The Lessor/Promoter shall forthwith inform the Lessee/Allottee so as to enable the Lessee/Allottee to pay the same. After payment of Stamp Duty and Registration Fee the date of registration shall be informed to the Lessee. On the appointed date , the representative of the Promoter shall attend the Office of the Sub-Registrar of Assurances and admit execution thereof . The Promoter may extend assistance/co-operation for the registration of this Agreement .</i></p> <p><i>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</i></p> <p><i>At the time of registration of Agreement the Allottee/Lessee has to pay 2% of the consideration value or as per query sheet.</i></p> <p><i>Registration of Agreement can be done after Allottee/Lessee has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Promoter will provide the calculated amount.</i></p> <p><i>Once Allottee's 10% payment is clear Promoter will give the query sheet to the Allottee and also provide a govt. link with the payment procedure through mail for the registration and payment.</i></p> <p><i>In case if Allottee does not have net banking Promoter will send the Unpaid challan to the Allottee to make the payment. Then the Allottee will be able to make payment by the said Challan to his/her bank or cash . E-challan will be generated after 72 hours. Only after that Registration can be done.</i></p>
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<p><u>REGISTRATION</u></p>	<p><i>All the applicants need to be present physically at Promoter's Post Sales Office at the time of Registration.</i></p> <p><i>The Allottee(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar card and 4 pass port size photo at the time of registration;</i></p> <p><i>The registration of the Agreement will be done within 15 days of booking ;</i></p> <p><i>The Allottee will get the Lease agreement within 15 days after registration;</i></p> <p><i>Incidental charge will be applicable for Registration expense and administration expenses .</i></p>
<p><u>COPIES OF ALL LEGAL DOCUMENTS</u></p>	<p><i>All legal documents are uploaded on RERA website. The Allottee can take the print out of all legal documents from RERA website by following the path as detailed below</i></p> <p><i>Please visit https://wra.wb.gov.in</i> →Registered project → all district/any district Project name → open the project to see all documents.</p> <p><i>The Allottee can also get the hardcopy of the total legal set from post sales office on paying the actual photocopy charges for the same.</i></p>
<p><u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO BE VALID</u></p>	<p><i>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having no material consequence.</i></p>
<p><u>MEETING WITH POST SALES EXECUTIVE</u></p>	<p><i>The Allottee is advised to take prior appointment with the Post Sales Executive before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Allottee. The meeting time with the executive is 10 AM to 6</i></p>

	<p><i>PM. Monday to Friday. Address of Promoter's Post Sales Office is :</i></p> <p><i>4th floor, Central Plaza building, 2/6 Sarat Bose Road, Kolkata – 700020.</i></p> <p><i>Your Customer Care Executive is:</i></p> <p><i>Name:Sushil Kumar Tiwari</i></p> <p><i>EMAIL: sushil@srijanrealty.in</i></p> <p><i>Contact No:9830302438</i></p>
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D. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

- (i) The execution and delivery of this Agreement and the performance of his/her /its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;(ii) violate its memorandum of Association , articles of Association or bye laws or any other equivalent organizational document (if applicable) (iii) conflict with or require any consent or approval under any judgment , order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract ,instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (ii) There are no actions ,suits or proceedings existing, pending or to his/its knowledge , threatened against or affecting him /her/it before any court , arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations hereundwith his/her/its obligations under or in connection with this Agreement ,.
- (iii)That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.

- (iv) His/her/its entry into this Agreement , and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or in connection with this Agreement , will constitute private and commercial acts done and performed for private and commercial purposes.
- (v) The Allottee has the financial and other resources , to meet and comply with all his /her/its obligations under this Agreement , punctually and in a timely manner and that the Allottee , has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.
- (vi) The Allottee shall observe , perform and fulfil the covenants, stipulations , restrictions and obligations required to be performed by the Allottee hereunder.
- (vii) The Allottee agrees and confirms that the Promoter may fix an amount as 'liquidated damages' which the Allottee will be liable to pay if he causes any damage to the construction by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be suffered by the Promoter. The liquidated damages is also arrived at having regard to the cost of construction , the cost of funds, raised by the Promoter , the ability or inability of the Company to re-lease the Unit, among others. The Lessor waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- (viii) Save and except the information /disclosure contained herein the Allottee confirms and undertakes not to make any claim against Promoter or seek cancellation of the Unit or refund of the monies paid by the Allottee by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- (ix)** The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or Car Parking space by concerned

Authorities due to non payment by the Allottee of any taxes /outgoings etc payable to the concerned Authorities .

- (x) The Allottee accepts the architect's certification of Covered space ,common architecture + toilet layout and will not raise any issue as such.
- (xi) Allottee is satisfied with Unit layout, toilet, Kitchen and other lay-out and will not complain regarding design etc.
- (xii) Drainage drawing and other plans prepared by Consultants are acceptable to Allottee and Allottee will not raise any issues regarding the same.
- (xiii) The Allottee has perused himself/herself/itself about all the rules, regulations and restrictions governing the Complex and its common purposes and undertakes and declares that he/she/it is acquiring this Unit based on the various covenants, rules, regulations and restrictions contained in this Agreement.
- (xiv) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961.

36. Under Clause 1 and to be read after Clause 1.2 .1 as follows:

1.2.4 Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Allottee and the Lessor agrees to make payment accordingly. It shall not be obligatory on the part of the Developer to send reminders

regarding the payment to be made by the Lessor as per the payment schedule mentioned herein.

1.2.5 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Consideration/Premium then prevailing for transfer of a Unit, in the Project is not less than the Total Consideration/Premium payable by the Allottee under this Agreement.

37. Under Clause 1.5 above and to be read in continuation thereto new sub clause (b) as under :

(b) The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

38. Under Clause 1.6 new sub clauses (b) and (c) added as follows:

(b) The Promoter may make such minor changes, additions or alterations in the Plans as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

(c) The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep of all the fixtures, equipment and machinery provided by the

Promoter, for which the Promoter shall not be liable after handing over to the Allotees.

39. After Clause 1.8(ii) (a) a new Clause (ii) (b) , (c) added as follows:

(b) 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 variable proportionate title in the common areas to the Allottees and the Proportionate user right share of the Allottee in the land and also user right in the common areas and such rights shall **always be variable.**

(c) The Promoter and/or Apex Body may at its option introduce certain fees and charges for various services provided to the occupants from time to time Fees for Visitors parking;

40. After Clause 1.9 to add new Clause 1.9.1

1.9.1 The Promoter may assess the probability of expansion of the Project all around the existing land and if there is the possibility of extension of land as future development land, may add such land to the existing Project.

41. Under Clause 1 to be inserted after Clause 1.11 as a Clause 1.12 SECURITIZATION OF TOTAL CONSIDERATION

The Allottee hereby grants his irrevocable consent to the Promoter to securitize the total consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks /financial institutions the right to directly receive from the Allottee the Total Consideration and/or part thereof and/or the amounts payable herein . It is further agreed that any such securitization shall not lead to an increase in the total consideration to be paid by the Allottee for the Unit and any payment made by the Allottee to the Promoter or the Bank or the financial institution nominated by the Promoter in writing shall be treated as being towards fulfillment of the obligations of the Allottee under this Agreement to the extent of such payment.

42. Under Clause 2 above and to be read in continuation thereto new sub- clause (ii) (iii),(iv) and (v) as under:

(ii) In the event of the Allottee obtaining any financial assistance and/or loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for Lease and transfer of the Unit and until all amounts payable hereunder have not been paid , the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard, and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

(iii) The Allottee hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding , the Lessor subject to the terms hereof , shall not Lease, transfer , let out and /or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial Institutions which have advanced the loan . The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Association about the lien/charge of such banks/financial institution and the Promoter shall not be responsible for the same in any manner whatsoever.

(iv) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.

(v) The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims costs charges expenses damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any Bank /financial institution may initiate on account of the Loan or for the recovery of loan or any part thereof or on account of

any breach by the Allottee of the terms and conditions governing the Loan.

(vi) It is pertinent to note that each allottee shall have a proportionate voting right in respect to the decisions to be taken by the Association to be formed by the Allottee. The voting rights shall be in direct proportion to the carpet area of the Lessee/ Allottee divided by the Total Carpet Area of the Block A i.e. of the project proposed to be named as LOGOS.

43. Under Clause 4 above and to be read in continuation thereto new Clauses 4.1 (a) , to (e) as under:

It is clarified that the Allottee accords his/her/its irrevocable consent to the Promoter to appropriate any payment made by him/her/it , notwithstanding any communication to the contrary , in the following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Allottee **Rs.5,000/- (Rupees Five Thousand only)** for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Promoter; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement.

Under any circumstances and except in the manner as aforesaid , no express intimation or communication by the Allottee, with regard to the order of appropriation of the payments shall be acceptable to the Promoter.

- (e) In addition to the Interest , in case of every instance of delayed payment either party shall be entitled to recover from the other party who is responsible for the delayed payment , all costs associated with the administrative actions related to follow-up and recovery of such delayed payment , which are estimated to be **5%** of the amount of the

delayed payment subject to a minimum of **Rs.20/- per Sq.Ft.** per instance of delayed payment .

44. **Under Clause 5 above and to be read in continuation thereto new Clauses (ii) , (iii) & (iv) as under:**

(ii) If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'.

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 stage-wise construction by the Promoter as provided in Schedule C ("Payment Plan").

(iii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of **Rs. 5,000/-** (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

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

45. **Under Clause 6 above and to be read in continuation thereto following new Clauses (ii) to (xii):**

(ii) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is more and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned /to be mentioned or amended in the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to Lease the Said Unit, based on the proposed construction and Lease of Unit, to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion .

Subject to the terms that 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 Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors , .that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

(iii) The Promoter has agreements with all the contractors and suppliers for five years warranty /Guarantee for defects and Allottee(s) will be required to get the services from them directly for any structural or other defect . The contact details of all of them will

be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Federation can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

(iv) The Promoter has applied for and obtained various approvals for the development of the buildings. The key approvals are set out hereunder from the concerned authorities for commencement of construction.

(a) Fire Safety Recommendation has been accorded by the West Bengal Fire and Emergency Services vide Memo No.FSR/0125186208706281 dated 22.06.2021.

(b) The Airport Authority of India has also granted NOC for height clearance for the Project vide No. BEHA /EAST/B/021220/449977 dated 21.02.2020 .

Besides the above, the Promoter shall obtain the balance approvals from various Authorities from time to time as may be required before issue of Completion/Partial Completion Certificate of the said building.

(v) The parties agree that while the Promoter may make amendments in the plans or layout of the building and the Project as required for the execution of the Project or as may be directed by the Competent Authorities . This may include any change wherein the Promoter may, if permitted by the relevant Authorities transferring the construction permissible on the larger property to any other property or transferring to the larger property the construction permissible on the other property at any time prior to the conveyance of the Larger Property to the Association . The Allottee gives his/her/its consent for such change provided such change shall not result in change in location of the Unit (with respect to its direction on a given floor)lowering of the Unit (with respect to its height above ground) or major reduction in the carpet area in case a change is proposed which majorly impacts any of the

aforesaid factors separate written consent shall be obtained from the Allottee.

On receiving modification, amendment or revision of the Plan /Specification ,if any,issued by the Competent Authority with regard to Sanctioned Plan, Layout Plans, Specifications, License, Permits or approvals for the Project.the Promoter shall intimate the Allottees about the changes.

(vi) The Promoter has opened a separate Account in Chowringhee Road branch of Punjab & Sind Bank for the purpose as provided in sub-clause (D) of Clause (I) of Sub-Section (2) of Section 4.

(vii) Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI,, the Allottee agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Promoter can use the FAR only if in this project/phase , lay-out is not materially affected which means that Promoter can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in lay-out will be permitted in this project/phase but can change the lay-out vertically and horizontally both in other phases/projects of the Building Complex.

Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

(viii) The Allottee acknowledges that in the event of such changes being undertaken , the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share (user right) in the common parts and portions.

(ix)The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the

phase/project as per Annex – A and so far as the Allottee's Unit, is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved/will be approved by the Sanctioning Authorities/ Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Plan of the Unit, agreed to be Leased by the Allottee is annexed hereto and marked Annex-B

(x) Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plans under applicable laws, rules and regulations wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right , title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available even after the Deed of Sub-lease of the Unit, has been executed. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed and in respect of present project under construction is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building block subject to timely delivery by Promoter. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Building Complex and in that case the Promoter may decide to provide for a passage way across this Building Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Unit, Lessees and owners of this Building Complex and their Association .

(xi) The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period. All the units may not be constructed simultaneously.

46.Under Clause 7.1 above and to be read in continuation thereto following new Clauses (ii) and (iii) added:

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

(iii) The Promoter has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule upto completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works but the Promoter knows there will definitely be delays in the timelines provided and in some cases it can finish early also but the Promoter assures the Allottee that the Project will be completed within the 'Completion date' provided herein/in Clause 7.1 (i) above and accordingly tentative dates are mentioned in the payment plan.

47.Under Clause 7.2 sub-clauses (i) and (ii) above and to be read in continuation thereto sub-clause (iii) to (viii) added as follows:

(iii) Possession for Fit-Out: In case the Allottee seeks permission for carrying out Fit-Out within his Unit, he will be permitted to do so only upon receiving the Completion Certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will

not be entitled to use the Unit, till Occupation /Completion Certificate is received and Deed of Conveyance is executed. The Allottee will have to abide by the Fit-Out rules as provided in SCHEDULE –M hereunder .

(iv) DEEMED POSSESSION

It is understood by the Allottee that even if the Allottee fails to take possession of the Unit, within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Unit, , will be deemed to be the deemed possession date (“Possession Date”).

On and from the Possession Date:

- (a) The Unit, shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (b) The Allottee shall pay to the Promoter , the Association or the Facility Manager as the case may be within 15(fifteen) days of the demand by the Promoter, Security Deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Unit or the Building.
- (c) The Allottee shall become compulsorily liable to pay the Maintenance Charges including GST, if applicable in respect of the Unit and the Common Areas on and from 3 months from the deemed Possession Date regardless of whether the Allottee uses some of the facilities or not/taken physical possession or not .;
- (d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever regardless of whether the Lessor uses some of the facilities or not and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the

facilities amenities and utilities provided in the Said Complex and the Promoter/Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (a) to the discontinuance of services;
- (b) to be restricted from the supply of garbage bags and collection of the same.
- (c) to be restricted from availing power back-up facility;
- (d) to be restricted from availing electro mechanical services i.e Electrician , Plumber, Intercom Services;
- (e) to be prevented from giving his Unit on Leave & License or Tenancy;
- (f) to be restricted from being a Committee member;
- (g) to be subjected to restrictions on entry to servants.
- (h) to be prevented from usage of the lift and to be prevented from the usage of the common facilities and amenities by the Allottee and also all persons claiming through him or her

If the arrears on this account exceeds a sum of Rs. 50,000/- in such event the Promoter/Association as the case may be, shall have the right to take appropriate steps for putting up the Unit on Lease and realize the arrears from the Lease Proceeds. Further, if Maintenance Charges of the Allottee remains outstanding any complaint made by the Allottee shall not be attended to by the Promoter

- (v) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Unit shall be borne solely and exclusively by the Allottee with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges ,

Extras and Deposits as per the terms of Lease and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Promoters and the Allottee agree not to dispute the same.

- (vi) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession. The Promoter's time line for defect liability shall be counted from deemed Possession.
- (vii) The Allottee is also liable to pay all other expenses necessary and incidental to the management and maintenance of the Project based on actuals which may not appear to be justified in the eyes of the unit holders.
- (viii) The Promoter assures to hand over possession of the common amenities progressively. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Unit, on the ground of non completion of common amenities if the said Unit, has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can occupy the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee From the date of Notice of Possession the Allottee shall become liable to pay Property tax and/or after 15 days of the notice of possession of the Office Unit, the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Unit,) of common expenses and outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, and after 90 days to start payment of Maintenance charges including insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.

The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Apex body/Federation on completion of the entire Building Complex after deducting Maintenance Charges incurred by the Promoter in that account and also showing the outstanding dues of the Lessee..

48.Under Clause 7.3 above and to be read in continuation thereto sub-clauses (ii) to (iv) as under:

(ii) The Allottee must not fail to take actual physical possession of the Unit, within a period of not more than 15 days from the date of Notice of possession failing which the Allottee shall become liable to pay the Guarding Charges of **Rs.10/-per sq.ft p.m** and all other losses suffered on this Account.The Allottee shall be liable to bear and pay and/or contribute proportionately of the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building/s for the Unit, **3 months** from the date of Notice of possession Physical possession of the Unit, shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid payment of the same on the ground that physical possession was not taken under any circumstances.

(iii)It is hereby agreed by the Parties that upon receipt of CC for the said Unit , the Allottee shall not be entitled to terminate this Agreement . Further if the Allottee fails or neglects to take possession of the Unit within the aforementioned time then the Promoter shall also be entitled alongwith other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration alongwith interest on default in payment of instalments (if any) , applicable

taxes and any other administrative charges /amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan) . .

-(49) Under Clause 7.5 above and to be read in continuation thereto sub-clauses (ii) , to (ix) as under:

- (ii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh Lease of the Unit, to another Lessee and the Total Consideration/Premium of the Allottee if the current Lease Consideration is less than the Lease Price. The balance amount of money to be paid to the Allottee after the aforesaid deductions shall subject to clause 7.5(iii) below be returned by the promoter to the Allottee after leasing out the Unit to a new Allottee within 45 days of such cancellation. Once the said Unit is re-leased to any other Lesse/allottee and subject to allottee executing necessary document for revocation of the Lease Agreement executed by him/her with the Promoter for allotment/Lease of Unit and pay/borne all cost for execution and registration of that revocation document.
- (ii) The following further amounts shall also be forfeited:
 - (a) Total interest accrued on account of the delay/ default in payment of any Installments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;
 - (b) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement
 - (c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature,

- (d) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s),
- (e) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit
- (v) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of the Unit, in the Project is not less than the Total Consideration/Premium payable by the Allottee under this Agreement.
- (vi) The Allottee is aware that various Allottees have chosen to obtain lease of units(s) in the Complex for the term as stated herein with the assurance that the conduct of all the users of the Complex shall be appropriate and in line with high standards of social behavior . Similarly the Promoter has agreed to lease out the Units to Allottees on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Allottees . Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- (vii) The Promoter shall have the right to terminate this Agreement only in the following circumstances:
 - (a) Non-payment : If Allottee is in default of any of his/her/its obligations under this Agreement including(not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination .

(b) Attempt to Defame: The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoter or its representatives and in such cases the Promoter shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Notice of Termination.

(viii) Upon cancellation or termination of this Agreement in accordance with the terms hereof , this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right , title and/or interest on the said Unit or the Project land or any part or portion thereof , and the Allottee shall further not be entitled to claim any charge on the said Unit and/or any part or portion thereof , in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.

(i) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever , the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar , as and when intimated by the Promoter, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever , the Allottee shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the Total Consideration/Premium as damages. In such event the Allottee hereby agrees that the Promoter shall have the right to forfeit an additional amount

equivalent to such damages , prior to making refund /return to the Allottee under this Agreement . The Allottee hereby agrees to do all such acts or execute all such other documents , including but not limited to , executing and registering powers of attorney in favor of the Promoter or its nominee in such form or in such manner as the Promoter

may specify, at the cost and expense of the Allottee.

(50) **Under Clause 7.6 above and to be read in continuation thereto sub clauses (b),(c),(d),(e) ,(f) and (g) as under:**

(b) If development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .

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

(d) Compensation for delay shall not be paid in the following events:

(i) For delay caused due to reasons beyond the control of the Promoter and/or its agents and/or any force majeure

(ii) For the period of delay caused in getting snags, improvements, rectifications etc, which may be requested by the Allottee(s) during inspection of the said Unit and/or

(iii) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein including delay in payment of interest, and/or delay in payment of instalments

(iv) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades in the said Unit, in addition to the standard Unit, and/or

- (v) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said unit.
- (e)** If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation and objection. Allottee clearly agreed and understood that the payment obligations of the Allottee is linked inter-alia to the progress of construction and it is not a time linked plan. Allottee appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clause 7.6 above
- (f)** It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for leasing out / marketing of the Units / spaces in this project shall not have any responsibility towards Lessees of Units / spaces nor there shall be any claim by the Allottees of Units / spaces of this project(Allottees) against the marketing agent(s) regarding any matter relating to Lease / transfer of the Units / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.
- (g)** The Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Promoter to install some different fittings /floorings on his own

within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefor.

(51) Under Clause 9.3 above and to be read in continuation thereto sub-clause (iii) as under:

To add at the beginning of starting sentence the following line:

The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.

(iii) in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh Lease of the Unit, to another lessee and the current Lease Price is less than the agreed total Consideration/Premium payable by the present lessee . The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation/ Lease of Unit whichever is later and this Agreement shall thereupon stand terminated.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

(52) Under Clause 10 above and to be read in continuation thereto sub-clauses (ii), (iii), (iv) and (v) as under:

(ii) The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Unit, without the consent in writing of the Promoter. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and be enforceable against any subsequent Lessee/Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit, for all intents and purposes.

(iii) NOMINATION; If prior to execution of the conveyance, the Allottee(s) nominates his/their booked Unit, unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so after first notifying the Promoter about his intention and disclose the proposed transferees details and obtain the permission of the Promoter after payment of 2% of the value of the Unit. However the first 12(twelve) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. Upon nomination , the Transferee will be compulsorily required to register the Agreement for Lease /nomination agreement.

Provided that if the nomination takes place after the registration of the Agreement for Lease by the first Allottee(i.e Transferor), nomination shall be permitted simultaneous with the execution and registration of the Cancellation/Nomination Agreement and all charges and expenses relating to which shall be borne by the Allottee.

In case of nomination, the property taxes leviable by the municipal authorities with regard to the Unit from the date of CC / Partial CC shall be paid by the Transferee only.

Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only. If any Maintenance charges or any other charges which was payable by the Transferor remains pending/outstanding same shall be paid by the Transferee only.

(iv)The Allottee shall pay a sum calculated @ 2% of the Total Consideration/Premium or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to

the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee(s) shall not assign, transfer, lease, alienate or part with possession of the said Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

(v) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Apartment Owners Association, as aforesaid after obtaining completion certificate shall cause to be transferred to the Association/Maintenance body all the right title and the interest of the Vendor /Lessor /Promoter.

(53) **Under Clause 11 above and to be read in continuation thereto sub-clauses (ii),(iii) and (iv) A , B,C,D AND E added:**

(ii) The CAM Charges shall not include (i) cost associated with diesel (or any other fuel), consumption and electricity /HVAC consumption within the Unit which shall be payable by the Lessee on monthly basis based on actual and (ii) Property Taxes.

Besides payment of the Maintenance charges fixed by the Promoter at actual, the Allotees shall also pay any service charges fixed by the Promoter and/or the Association payable to the Facility Management Company.

(iii) The Allottee agrees and undertakes to cause the Association to be bound by the rules and regulations that may be framed by the FMC

(iv) ADDITIONS OR REPLACEMENTS

(A) As and when any plant and machinery, including but not limited to, dg sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Unit, acquirers in the project on pro-rata basis as specified by the the promoter and upon completion the association and handing over to Association, shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

(B) The Municipal tax cess and charges, Lease Rent from date of CC shall become payable by the Allottee immediately on possession or deemed possession.

(C) From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay regularly and punctually the proportionate share of maintenance charges;

(D) Till such time Units are separately assessed, Property Tax as determined from time to time ,based on estimate shall be borne and paid by the Allottee. The said amount shall be paid by the Lessor within 7(seven) days from demand based on the estimate provided by the Promoter.

The Allottee undertakes to make payment of the estimated Property Tax for the first 24 (twenty-four) months or till separately assessed simultaneously with the CAM Charges becoming payable as per the terms stated herein.

- (i) In the event of any shortfall between the amount deposited by the Allottee and the actual amount (shortfall amount) the Promoter/Facility Manager shall inform the Allottee and the Allottee shall be liable to pay the same within 7(seven) days of receipt of intimation from the Promoter/Facility Manager failing which the Allottee shall be liable to pay interest as levied by the local Authorities together with late

payment charges alongwith such part of the shortfall amount remaining unpaid. The Promoter shall not be responsible for such penalty/delay/action on account of shortfall amount and the same shall be entirely on account of Allottee/Allottees.

- (ii) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities , the same shall be handed over to the Apex body at the time of handover of the common purposes to the Apex body.
- (iii) In the event Association/Apex body is formed but there is /are unsold units that are not sold by the Promoter , in that event till such time those units are sold the Property tax for these unsold units shall be payable by the Promoter as charged by the Competent Authority .
- (iv) The Allottee shall not withhold payment of the same on any account whatsoever.
- (v) In the event of any default in payment of the Maintenance Charges the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented .
 - (a) to the discontinuance of services;
 - (b) to be restricted from supply of garbage bags and collection of the same.
 - (c) to be restricted from Power back-up facility;
 - (d) to be restricted from Electro mechanical services i.e Electrician , Plumber, Intercom Services;
 - (e) to be prevented from giving his Unit Leave & License or Tenancy;

- (f) to be restricted from being a Committee member;
 - (g) to be prevented from usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (vi) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
 - (vii) Promoter or the Association shall become entitled to all rents accruing from such Unit, if the Unit, has been let out and/or is under tenancy and/or lease.
 - (viii) The Allottee shall not sub-lease, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Unit, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
 - (ix) Any Lease/transfer of the Unit shall require written approval from the Apex body (and till such time that the Apex body is formed, the Promoter) and payment of administrative charges as communicated by the Promoter or Association (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or occupier who does not subscribe to the guidelines by laws and/or objectives of the Organization Any document for lease etc. which is entered into by the Allottee(s) with any prospective Lessees, without obtaining

written approval of the Organization (and till such time that the Apex body is formed, the Promoter), shall not be valid and not binding on the Organisation and/or the Company, as the case may be.

- (x) In the event of Lease and transfer of the Unit, the Promoter or the Association as the case may be, will have first charge and/or lien over the Lease proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted and will be treated as illegal and void transfer..
- (E) The Promoter or the Association may evolve a scheme whereby 20% of the Common Area Maintenance Charge is additionally levied on the Unit Owners every month which will be separately kept maintained as 'Sinking Fund'. The sinking fund will be used for undertaking major capital and/or renovation expenses related to the building and its common areas and amenities; Repair or Replacement of any equipment/asset; Repair of Building/Complex; Painting and repair of structures (interval of every five years) and **Insurance** etc. Notwithstanding anything to the contrary herein, it is hereby clarified that (i) the Sinking Fund shall always be divided by the area of all the office Units and the Allottee's pro rata proportion of its Unit area will be payable by the Allottee, (ii) the Developer shall contribute for the unsold, unregistered, office Units.

(54) **Under Clause 12 above and to be read in continuation thereto under (A) sub-clauses (ii), (iii) , (iv) , (B) added:**

(A) (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without

first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

(iii) the Promoter shall not be liable in case of the following events:

- a) Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition dismantling, making openings, removing or re-sizing the original structural framework. putting excess or heavy loads or using the premises other than for its intended purpose
- b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- c) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
- d) Structural defects induced by Force Majeure situations, such as war, flood, act of God. explosions of any kind by terrorist etc.
- e) Structural defects occurring in the Unit or unit that has undergone civil renovations.

In the event of any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

f) equipments(including but not limited to lifts, generators, motors, stp, transformers and gym equipment) which carry manufacturers guarantee for a limited period.

g) fittings relating to plumbing sanitary, electrical, hardware etc having natural wear and tear.

h) on account of any act or omission on the part of the Allottee or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.

i) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

The Promoter shall obtain insurances, including but not limited to insurance of this Project including land and the cost of such Insurance till transfer of the Insurance in favor of the Association of Unit, Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Allottees. After expiry of the Insurance the Association of Allottees shall be responsible for renewing the same.

(iv) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of Units should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause. If any dues including Maintenance Charges remain outstanding Promoter will not entertain any complaint regarding defects.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts

are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Unit, s and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built keeping in mind the aforesaid agreed clauses of this Agreement.

(B) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

(ii) Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, **(II)**

Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Unit, (VII) Basement not meant for Common Use (VIII) Any Community or Commercial/ other facility which is not meant for common use (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- H** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

(iii) To make construction, addition or alteration in any part of the said Building Complex in accordance with law and to use and connect all common installations facilities and utilities at said

Project/Complex for and to all such construction, addition or alteration.

(iv) The Promoter has the right-

- a) To grant the right or facility of open (dependent/independent) /covered (dependent /Independent) / stilt (dependent /Independent) /mechanical parking space at identified or unidentified parking spaces to any person **who are Allottees/will be Allottees**
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.

- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the project/development land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter
- e) To establish and grant any facilities to one or more occupants of the Block.
- f) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) .
- g) To develop, transfer and/or alienate any other portion of the Complex including its segments and/or towers or any portion of land thereof.
- h) The Promoter will have the liberty to change the direction of infrastructure services which may be required by Promoter to utilize areas in adjoining phases/projects.

(55) **Under Clause 13 above and to be read in continuation thereto as sub clause (ii)**

After the possession the Allottee(s) shall permit and shall be deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall also be for the purpose of repairing maintaining rebuilding cleaning, structural strengthening, lighting and keeping in order all services drains, pipes, cables, water courses gutters wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire short circuits leakages on the floor above or below etc the Allottee(s) authorize/s the Promoter and/or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other Units and Project. In such a case the Promoter and/or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) an account of entry to the Unit as aforesaid.

(56) **Under Clause 15 above and to be read in continuation thereto 9 sub-clauses from 15.4 to 15.16 added:**

15.4 The Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Unit . The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .

15.5 To carry out at his own cost all internal repairs to the said Unit, and maintain the Unit, in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit, is situated or the Unit, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

15.6 Not to demolish or cause to be demolished the Unit, or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit, or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit, is situated and shall keep the portion, sewers, drains and pipes in the Unit, and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to

support shelter and protect the other parts of the building in which the Unit, is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit (and not to change the location of the plumbing or electrical lines(except internal extensions) without the prior written permission of the Promoter and/or the Society or the Association.

15.7 CABLE/BROADBAND/TELEPHONE CONNECTION:

Provisions has been made only for one or more service providers as selected by the Developer for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the

Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Unit/Units.

15.8 The Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units . A set of **RULES, REGULATIONS AND RESTRICTIONS** are listed in **Part-A of Schedule - I** hereto which may be amended and/or changed by the Association/Promoter any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Promoter/Association or in a proper case by an aggrieved Lessee. The allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee.

15.9 Name of the Project : Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project "**LOGOS**" or as decided by the promoter who will also have the exclusive right to change the name. The Promoter can affix Promoter's name board at suitable places as decided by the promoter herein on a building and at the entrances of the scheme. The Allottee(s) in the said project/ building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement.

15.10 The Allottee's liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Allottees of the said units and if for any

reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Uni.

15.11 Air Conditioning: If the Unit, has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units

15.12 Provisions have been made for drainage lines to comply with provision of Wall-Hung Indoor Split Air-condition Units at specified position with outdoor compressor units only. The outdoor compressor units should be installed in the specified A/C ledge platforms.

It may be noted that installation of Window Air conditioners are strictly not permitted. Any other form of Air conditioners such as Cassette-Unit after making suitable modification to the drainage line without affecting the structural components (Beams and columns) or the aesthetic appearance of the building may/may not be allowed. However the location of the out-door units shall always be at the specified A/C ledges.

The drainage line should be connected only at the drain outlet point provided. The refrigerant pipes connecting the indoor and outdoor units shall be provided by the customer . Chiselling or drilling holes in concrete surfaces for making these drainage and refrigerant pipe connections not allowed. If these pipes run exposed they may need to be covered with local boxing or false ceiling . These pipes shall be passed through the external concrete walls in specified locations

where a hole has been provided and temporarily blocked with lean mortar fill.

15.13 The internal security of the Unit, shall always be the sole responsibility of the respective Allottee(s) as if it is their own. Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided in the **Schedule-J** and the **MAINTENANCE RULES** as provided in **Schedule-K** hereto subject to further additions and modifications from time to time.

15.14 Besides paying electricity charges, the Allottee shall comply with all rules, regulations and bye-laws pertaining to use of electricity, water, telecommunication and other utilities and shall pay Electricity Charges, Air Conditioning Charges Service Charges, and Generator Charges for the electricity consumed together with the demand charges of CESC in respect of the Said Unit every month punctually and without any default together with any additional charges of 5% transmission loss on the bill amount . However, it is made clear that the said service and maintenance charge shall be revised from time to time as and when necessitated by increase in cost and the Allottee shall be bound to pay the same and any amount payable by the Allottee directly to any Authority shall always be paid by the Allottee within the due date in respect thereof.

15.15 Power from Generator (during load shedding or power failure) will be provided subject to the Allottee making payment of the charges thereof for which Promoter may install a sub-meter for the said unit and Allottee shall make payment of the Bills to be raised thereof by the Developer from time to time at the same rate at which the other Unit-Owners or Occupiers shall be liable to pay based on Developer's estimate of actual expenses. It is pertinent to mention that the promoter will provide for 1 KVA of Power for every 100 square feet of super built up area, if the allottee / Lessee opts for an extra power load / Extra DG Load / extra air conditioning then and under that circumstances the said allottee shall have to make necessary payments for availing such extra load.

15.16 **Meter and Cabling:** The Allottee shall be obliged to draw electricity lines/wires, television cables,

broadband data cables and telephone cables to the said Unit, only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit, owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Unit, is located save in the manner indicated by the Promoter/Association (upon formation).

(57) Under Clause 18, a new Sub-Clause 18.1 inserted as follows:

18.1 Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the **Receivables from the Unit, / Project / Building** or the land underneath or the receivables, subject to the condition that the Unit, shall be made free from all encumbrances at the time of execution of Lease Deed in favour of the Allottee(s).

(58) Under Clause 19 above and to be read in continuation thereto sub-clauses (ii) to (xix) added:

(ii) The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of the Act:-

a) with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within three months from the date on which the occupation/Completion certificate in respect of such project is issued and a minimum of fifty one per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

b) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, lease or allot to person any unit which is still not leased or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas. Provided further that , in such case, the Promoter shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.

c) The Promoter shall at an appropriate time notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Association as per local law .The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Apartment Owners' Association.

d) Since this is a Building complex containing office Units where completion and handover of possession is block-wise the property means land, building, common areas and facilities of the particular block .

e) While the block-wise constructions are being carried out, the Promoter may progressively give block-wise possession on receipt of partial CC;

f) Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Complex or any part or portion thereof and for taking the responsibility of:-

(a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;

(b) Rendition of common services;

- (c) To receive realize and collect the service charges;
- (d) To remain responsible for such other functions as may be necessary;
- g) The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.
Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law.

h) The method of accounting for Association under the **Apartment Ownership Act**. is as follows:

- (i) Formation of Sec-8 Co. to be done before sending the Possession demand.
- (ii) Rate of Maintenance charges to be finalized based on estimated expenses.
- (iii) Frequency of billing to be raised by sec 8 company whether monthly / quarterly
- (iv) A separate bank account to be opened for collection and deposit of Maintenance charges.
- (v) The actual amount of maintenance deposit lying with the Project shall be transferred to the bank account of the Sec-8 Co immediately.
- (v) The initial deposit amount, after adjusting with maintenance charges of 1st year, transferred from Project shall be invested into Fixed Deposit in the name of Sec-8 Co.
- (vi) Review of maintenance expenditure shall be done monthly/annually in order to determine any surplus or deficit & deficit / surplus should be adjusted in last Bills of the year.

(vii) Registration to be done under GST Act if the annual aggregate turnover of Sec-8 Co. exceeds Rs. 20 Lakhs and monthly maintenance charges exceeds Rs. 7500/- of any Unit Owners.

(viii) GST is applicable in the case where maintenance charges exceeds Rs. 7,500/- per month or Rs. 90,000/- annually Per Member or as per the provisions of the Act prevailing that time.

(ix) When the Promoter applies for 1st CC/Partial CC , need to prepare section-8 company and open a bank account and FM company should be on board.

(x) All deposits and maintenance related receipts will be received in Section -8 Company only or will be transferred to section 8 company immediately.

(xi) Section-8 Company will be maintained to account:

1. Day to day related activities and facilities.
2. When all regular payment will be received or regular expenses will be made including AMC.

(xii) One more Section-8 Company Bank account will be for non regular nature of expenses, like repair, renovation and painting , replacement of structure, facilities, equipments etc. In this account all sinking funds deposits and monthly receipts on account of Sinking fund will be received or transferred and all expenses of irregular nature as defined above will be made.

For both the purposes separate bank account will be made wherein all receipts and payments of a regular nature will be done in one account and irregular payments will be made from another account . There will be auto-swipe FD facility in both the account so,that any surplus automatically will get transferred to FD.

(xiii) At the end of the year, both the accounts will be prepared separately and presented to the Maintenance Committee .

(xiv) All accounting entries including receipts and payments will be done from site only through My Gates 'No Broker Hood' software etc .

(xv) From day one My Gates 'No Broker Hood' software etc. must be installed and Lessees of Units must use all features.

(59) Under Clause 33 new sub clause(i),(ii) and (iii) inserted before the existing clause:

- (i) : The Allottee(s) can refer his grievances to the **Post Sales Executive(PSE)** for this project with necessary supporting papers and documents ("First Level Escalation). PSE shall endeavor to satisfactorily resolve such grievance/s within two weeks (or such extended period duly recorded in written communication by either party/s) of receipt of such formal communication of grievance (with necessary supporting papers and documents) from the Allottee(s).
- (ii) In the event the PSE does not reply to the Allottee(s) within two weeks from the date of escalation to the PSE and/ or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from such PSE, he shall refer the matter to **Post Sales Head- (PSH)** as the "Second Level Escalation".
- (iii) In the event the PSH does not reply to the Customer/s within three weeks from the date of escalation to **PSH and/** or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from the PSH, he shall have the option to escalate to the Director as the "Third Level Escalation".
- (iv) In the event the Director does not reply to the Customer/s within two weeks from the date of escalation or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from the Director, he shall have the option to refer his grievance to the Ombudsman.
- (v) Once either party decides to refer a grievance to the Ombudsman for resolution, he can write an email at _____ with details of their grievances and issues

with necessary supporting papers and documents and remedy/ prayer sought from other party. Such Ombudsman shall be conducted by an independent professional third party/person/body, who is at arms's length relationship with both the Parties. The ombudsman proceedings shall be held in Kolkata only. The proceedings shall be conducted in English language, Costs and expenses for such ombudsman process is mentioned in the Ombudsman Policy framed by the Promoter and displayed at its website

THE SCHEDULE -A ABOVE REFERRED TO

PART -I

(THE SAID PROPERTY)

All That the piece or parcel of Plot of Land measuring about admeasuring **7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** equivalent to 10010 Sq.Mtrs. more or less Together With buildings, sheds and other structures whatsoever lying erected and/or built thereat situated lying at and being Municipal Premises No.224, Acharya Jagadish Chandra Bose Road, Kolkata-700017 The "said Property" is butted and bounded in the manner as follows: -

On the North : By partly A.J.C.Bose Road and partly Beckbagan Row;

On the East : By Ahiripukur First Lane;

On the South : By premises No. 67C, Ballygunge Circular Road;

On the West : By premises No. 224A, A.J.C. Bose Road, 67A, 68 and 68B, Ballygunge Circular Road;

PART -II

(THE SAID BLOCK A PROPERTY)

All That the piece or parcel of Plot of Land measuring **30 Kottahs out of 7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** equivalent to 10010 Sq.Mtrs. more or less Together With buildings, sheds and other structures whatsoever lying erected and/or built thereat situated lying at and being Municipal Premises No.224, Acharya Jagadish Chandra Bose Road, Kolkata-700017 and the same

shown and delineated in **RED** borders in the map or plan marked "**X**" annexed hereto. The "said Property" is butted and bounded in the manner as follows: -

On the North : By partly A.J.C. Bose Road and partly Beckbagan Row;

On the East : By Ahiripukur First Lane;

On the South : By premises No. 67C, Ballygunge Circular Road;

On the West : By premises No. 224A, A.J.C. Bose Road, 67A, 68 and 68B, Ballygunge Circular Road;

THE SCHEDULE -B ABOVE REFERRED TO

(THE SAID UNIT,)

ALL THAT Office No. _____ containing by measurement carpet area of _____ square feet corresponding to built-up area of _____ sq.ft and super built up area of _____ square feet on the _____ floor of Building Block-A, **TOGETHER WITH** the proportionate leasehold interest in the footprint of the Tower **AND TOGETHER WITH** the right to use and enjoy in common with the other sub lessees/occupiers of the Project the common areas, amenities and facilities of the said Project (hereinafter collectively referred to as the "**Common Areas**" **Together with** the right to use _____ Garage/Closed Car Parking Space (Dependent/Independent) admeasuring _____ Sq.Ft / Mechanical Parking Space/Open Car Parking Space(Dependent/Independent) located on the Basement/Ground/____ Floor of or around the Building Block.

THE SCHEDULE-C ABOVE REFERRED TO

(PRICE/PAYMENT PLAN)

The price of the said Unit is Rs _____/- (Rupees _____) only payable as per the Table provided and annexed hereto:-

Payment Schedule of the Consideration along with Extra Charges & Deposits

- 20% on Agreement.
- 10 % on start of Piling.
- 10 % on start of Basement Work.
- 10 % on 1st Floor Casting.
- 10% on 4th floor Casting.
- 10% on 8th floor Casting.
- 10% on 12th floor Casting.
- 10% on 16th floor Casting.
- 5% on Lift Machine Room Casting.
- 5% on Possession.

Extra Charges as per Payment Terms

- 1) Electricity & Generator Installation charges – Rs. 325/Sq.ft. SBU or Rs. 32500 per kva. 1 kva per 100 Sq.ft of SBU.
- 2) Legal charges -Rs. 25/ sq.ft. SBU.
- 3) Fire Detection System-Rs 25 per sq.ft SBU.
- 4) GST– to be paid by the purchaser as applicable.

Deposits on possession

- 1) CAM Deposit – Equivalent to 6 months Maintenance (@Rs 7/SBUx6) at the time of possession Rs.____/-. Final CAM rate will be based on estimate of the Promoter at the time of giving possession.
- 2) Municipal Tax Deposit - Equivalent to 6 months.
- 3) Electricity Deposit – Equivalent to 6 months estimated consumption (estimated to be Rs. 5000/ Kva Load).
- 4) Stamp Duty, Registration charges– To be paid by the purchaser as applicable.
- 5) Incidental Charges- Rs. 10,000/- per Unit Payable at the time of Registration of Sub lease.
- 6) Formation Of Association – Rs 10,000/- per unit at the time of possession.

Notes

- 1) Since A/C is individual CAM charges will be less compared to most buildings & since all A/C is yours, running hours will be as per your need.

- 2) Municipal / Property Tax– to be borne by the purchaser.
- 3) Nomination charges - 1%.
- 4) Electric Billing – At actual on individual consumption (with transmission loss 5%).
- 5) Lock-in-period – One year.
- 6) Initial Lease term of 99 Years commencing from date of completion certificate with automatic renewal for the further period of 99 years.
- 7) Lease rent for initial 99 years will be Rs.1/-(Rupee One) per Square Feet per annum on Super Built UP area of the units. After 99 years it will be Rs. 10/-(Rupees Ten) per Square Feet per annum on Super Built UP area of the units for the further period of 99 years. In the alternative the Promoter will work out a scheme whereby a the Lessee/Allottee will be required to make a 'One-time ' payment of the Lease Rent in which case the yearly charge will be discontinued.

THE SCHEDULE-D ABOVE REFERRED TO

PART-A

(SPECIFICATIONS)

Flooring	<ul style="list-style-type: none"> - Office- Densification Flooring. - Entrance Lobby- Granite/Italian Marble/Tarrazzo /Any Equivalent material in pattern. - Lift Lobbies- Vitrified Tiles/Granite or Equivalent. - Lift Lobbies(Parking Floors)- Vitrified Tiles. - Staircases- Kota stone or equivalent/densification
Windows	- Aluminium windows with glazing.
Doors	- Glazed/Aluminium/Flush Door as per interior design
Toilets	- With Office Units- Fittings and everything including finishings to be done by users as per their requirement. External Piping at and water point provision at one point to be provided by the Sub Lessor.

Walls	<ul style="list-style-type: none"> - Office Space- Plastered with P.O.P - Entrance Lobby- Mix of Italian Marble/Granite, Wooden, Tarrazzo/Vitrified Tiles paneling Paints/Meta/etc. - Lift Lobbies(Office Floors)- Mix of Granite/Wooden Panelling /P.O.P & emulsion paint as per interior drawing. - Lift Lobbies(Parking Floors) and Staircases - Plastered and finished with P.O.P and emulsion paint.
Ceiling	<ul style="list-style-type: none"> - Entrance Lobby- Unplastered slab, False ceiling to be mix of Gyp Board and POP as per interior drawings - Lift lobbies (Office Floors)- Unplastered slab and false ceiling with Gyp Board painted with emulsion, as per interior drawings. - Lift Lobbies (Parking Floors)- Plastered with P.O.P and paint - Staircases- Plastered and Painted. - Office Space- Unplastered.
Electrical(At extra cost) & HVAC	<ul style="list-style-type: none"> - The Lessor will provide electrical connection to a single point in the Unit and all internal wiring will be the responsibility of the Lessee. 100% DG Backup. - Air conditioning of the said space will be done by the -Lessee, space will be provided by the Lessor. Space provision for all units for individual A/c Units.
Power Back up	<ul style="list-style-type: none"> - 100% DG back up.
Pantry	Everything including finishing to be done by users as per their requirement.
Lobby	The lobby will be well decorated with name signages.
Exterior Finish	A combination of glazing & ACP/stone/ceramic/metal cladding. Texture paint/paint or equivalent.

PART-B
TOLERANCE LEVEL

SL. NO.	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	HAND BOOK
1.	COLUMN	CROSS SECTION: (+)12 More (-)5 MM LESS OR	IS456:2 000	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A QHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2.	BEAM			
3.	VERTICAL WALL			
4.	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:2 000	COMMON TOLERANCE FOR SLAB: MM IN 3 METER
5.	FOUNDAT ION	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:2 000	
6.	BRICKWO RK	The dimensions of Brick when tested in accordance with 6.2.1 shall be with the	IS1077: 1992	JOINT THICKNESS WITHIN PERMISSIBLE

		<p>following Limit per 20 bricks:</p> <p>a) For modular size (190x90x90mm) Length 3720 to 3880 mm (3800+80 mm) Width 1760 to 1840 mm (1800+40mm) Height 1760 to 1800 (1800+40mm) (for 40mm high bricks)</p> <p>b) For non-modular size (230x110x70M M) Length 4520 to 4680 mm (4600+80MM) Width 2240 to 2160 mm (2200+40 mm) Height 1440 to 1360 mm (1400+40mm) (For 70mm high brick)</p>		LIMIT AND NOT MORE THAN 1/5 TH OF SPECIFIED THICKNESS
7.	PLASTER	For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local		

		projection shall not exceed 0.6cm and local depression 1.2com		
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THE SCHEDULE – E ABOVE REFERRED TO
(THE COMMON AREA/COMMON PARTS & FACILITIES)

Common Portions as are common between the co-owners of a Block:

1. **Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Common Roof above the top floor of the block.

2. **Water and Plumbing:**

- (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any unit).
- (b) Drains, sewerage pits and pipes within the Block (save those inside any unit) or attributable thereto.

3. **Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply Agency or Generator(s) / Standby Power Source to all the units in the Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.
- (d) Intelligent Fire fighting system with water sprinklers.
- (e) Intelligent addressable detectors are considered to pinpoint the exact location of fire (at extra cost inside office)
- (f) Micro-processor based fire alarm panel
- (g) Manual call points at exit lobbies and corridors for people to report fire
- (h) Hooters for early warning of the people for evacuation
- (i) Public address system to facilitate faster and effective evacuation
- (j) External & Internal hydrants, dedicated water tank for fire and automatic sprinkler system
- (k) Ventilated stairwells for smoke free evacuation
- (l) Multiple evacuation points and refuge platform
- (m) Security monitoring at every strategic access points

- (n) Emergency control of elevators and automatic rescue device in elevators
- (o) All entries and periphery monitored by CCTV cameras for high security of the building
- (p) Multiple Refuge area provided on the external walls

Lifts

- (q) UPS/ARD in lifts
- (r) Interior Luxury finish
- (s) Auto Ventilation
- (t) Sufficient critical spaces for repairs.
- (u) Ropes, safety switch, lift pressurisation system, ARD and other preventive maintenance and regular checking
- (v) Lift Intercom connected with FM
- (w) Cameras inside the lift
- (x) Smoke management system inside the lifts
- (y) Destination control system in lifts/odd even stop programming
- (z) Free fall protection
- (aa) Sudden jerk protection
- (bb) Emergency Light
- (cc) Sensor based door opening to avoid collision with door
- (dd) Overload sensor
- (ee) Electricity & DG (At Extra Cost)
- (ff) Separate communication duct to house rising cables

- (gg) Maintenance free earthing system for safe operations
- (hh) Capacitor control panels for automatic power correction to keep electrical system healthy & energy efficient
- (ii) Dual metering system for tenant recording separately EB and DG powers

4.. Water and Plumbing:

- (a) Water supply system for supply of water in the Said Complex/Project.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes in the Said Complex/Project.
- (c) Pumps and motors for water system of the Said Complex/Project.
- (d) Water Treatment Plant,if any
- (e) Sewerage Treatment Plant,if any

5. Electrical and Miscellaneous Installations:

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex/**Project.**
- (b) Installation relating to sub-station and common transformer for the Said Complex/**Project.**
- (c) Generator(s) / Standby Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex/**Project.**
- (d) CCTV
- (e) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.

6. Landscape

- (a). Vertical garden

- (b). Road beautification
- (c). Landscape area to be designed by landscape consultant
- (d). Beautified driveway

7. Green Building feature in common areas

Rainwater harvesting

A rainwater harvesting tank installed in LOGOS would collect the rainwater from the roof and ground floor areas and store them to reuse it for gardening and landscaping. This will not only recharge and enhance groundwater table levels and reduce water flow into drains but also reduce the potable water required for the project, thereby making it water efficient.

Waste and garbage disposal

The organic waste converter at LOGOS will help manage waste in a proper way and convert the kitchen and garden waste to manure and use it for the landscaping.

Limiting water waste

Low water flow fixtures specifically designed to limit water waste will help users reduce water consumption.

Electric vehicle charging points

With rising fuel prices there is and will be a propensity to shift to renewable resources for vehicles. Which is why, the usage of electric vehicles are on the rise. A platinum rated building will have to have electric vehicle charging points to provide occupants the provisions to charge electric vehicles.

Solar power lighting for common areas

Logos will house solar panels. The energy generated from these will be able to cater to the lighting of the common areas of the building. This will make LOGOS immensely energy efficient.

Energy efficient lights

LED lights that consume almost 30% less electricity in comparison to other lights will help LOGOS reduce the energy consumption for the building making it energy efficient.

Adequate light

LOGOS will have windows that are adequately sized to allow a lot of daylight. Better indoor environmental quality will protect health, improve the quality of life, and reduce stress. In a way, it will also escalate the resale value of the office.

Use of sustainable and certified material

A platinum rated building is made of IGBC-rated sustainable products such as FSC certified wood, certified lifts and low VOC paints. The material undergo rigorous scrutiny, and the quality of construction is therefore much superior. This will directly impact infrastructure along with the health and well being of the occupants at LOGOS.

8. Others:

- (a) Conference cum Training Room (The said space is not a common property, it will be owned and operated by someone on chargeable basis)
- (b) Fully Vastu Compliant
- (c) Multiple Optical Fiber connectivity through well-known ISPs & Wi-Fi Connectivity
- (d) 24 x 7 operational building
- (e) Sufficient car parking (at an extra cost)
- (f) Integrated Building management system to optimize energy consumption through Online Monitoring and controls
- (g) Storm water management
- (h) 24 hours Sufficient Water supply.
- (i) Intercom/EPABX connecting each unit and reception.
- (j) Elevation design planned with façade consultant for proper maintenance
- (k) Specially-abled friendly design
- (l) Façade cleaning systems.
- (m) Designed decorated name plate at ground floor lobby.
- (n) Earthquake resistant structure design that can withstand storm without damage.
- (o) Eco Friendly design with the use of eco friendly material.
- (p) Stair/Corridor protected from rain water

- (q) Grand entrance gate
- (r) Green Building feature in common areas.
- (s) Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all unit owners.

THE SCHEDULE - F ABOVE REFERRED TO
(LIMITED COMMON AREAS AND FACILITIES)
(If available in the Project)

1. Open, Mechanical and covered Car Parking areas(Dependent/Independent);
2. Specified area in Basement not declared to be common.;
3. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
4. The elevation and exterior of the Block;
5. Storage areas ;
6. Basement not meant for common use;
7. Any community or commercial/other facility which is not meant for common use;
8. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

THE SCHEDULE - G ABOVE REFERRED TO
(TITLE DEEDS)

1. Registered document duly recorded in Book No.I, Volume No.40 pages 193 to 199 Being No.3092 for the year 1880 registered with the office of Sub Registrar Alipore;
2. Notification published in the Gazette Of India on July 20, 1929

3. Registered Declaration duly recorded Book No. I, Volume No. 135, Pages 133 to 136, Being No. 5076 for the year 1960 which was registered in the Office of the Registrar of Assurances

THE SCHEDULE-H ABOVE REFERRED TO
(RESERVED RIGHTS)

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the others/ allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land/extension etc..
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Unit, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the Lease and transfer of all the Unit, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at

the Project to enable the Promoter to market the Unit, s and also the right to place signs in and around the common areas for marketing.

- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Unit,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building block notwithstanding that such

- scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements .
- (16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings.
- (17) The Promoter reserves the right to allot available Parking space in one phase of the Building Complex to any Allottee of a Unit in any other phase of the Complex.
All unsold units , areas and spaces including parking spaces in the basement and anywhere else shall always belong to and remain the property of the Promoter at all times remain in overall possession of such unsold units **space** till such time.
- (18) The Promoter shall without any reference to the association , be at liberty to lease out, let, or dispose of or otherwise deal with in any manner whatsoever all such unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Consideration/Premium

- and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever
- (19) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (20) The right to assign or transfer by way of mortgage , Lease or otherwise in whole or in part , its rights and obligations in respect of the Units .
- (21) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Promoter shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

THE SCHEDULE -I ABOVE REFERRED TO

(RULES REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Unit, /Unit the Allottee agrees and covenants -

- (a) Ensure that the visitors/service providers visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.
- (b) **Use of Spittoons / Dustbins:** Use the spittoons / dustbins located at various places in the Project.
- (c) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Unit and the scheme of the saidbuilding and (2) design and/or the colour scheme of the windows, grills etc.
- (d) **No Structural Alteration and Prohibited Installations:** Not alter, modify or in any manner change the structure or any civil construction in the said Unit and the building. The Lesseeshall not install any dish-antenna on the windows of the Building and/or on any external

part of the Building and/or the roof thereof. In the event the Lessor and/or the Association coming to know (before or after Deed of Sub-Lease) of any change made by the Lessee then the Lessor and/or the Association shall be entitled to demolish the changes and restore the said Unit at the cost of the Lessee. The Lessee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Lessee.

- (e) **No Demolition:** Not demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, partitions or other structural members in the Unit without the prior written permission of the Lessor.
- (f) **No Air Conditioning Without Permission:** Not to install any window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided or in such places as designated by the Lessor.
- (g) **No Grills :** Not install any grill/collapsible gate on any window or door.
- (h) **Internal Repairs:** Carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Lessor to the Allottee and shall not do or suffer to be done anything in or to the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Lessee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Not to close or permit the closing of verandahs, exclusive terrace, if any or lounges or

balconies or lobbies and common parts or portions including the Complex Common Areas.

- (i) **Repair And/or Any Other Works During Reasonable Hours:** Carry out any repair or interior or any other works in the Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Lessors of the Project.
- (j) **No Sub-Division:** Not to sub-divide the said Unit and the Common Areas, under any circumstances.
- (k) **No Change of Name:** Not to change/alter/modify the name of the Building or the Complex from that mentioned in this Agreement. However, the Lessor shall have the right to alter such name to any other name, as the Lessor may in its sole discretion deem fit. Such names shall be finalized before handing over of possession of the Unit to the Lessee.
- (l) **No Nuisance and Disturbance:** Not to use the said Unit or the Common Areas or the Garage space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Lessor or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others. Not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- (m) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including cabinets in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Unit and areas under ground staircase, etc.
- (n) **No Obstruction to Lessor / Association:** Not to obstruct the Lessor / Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Lessor in

constructing/repairing on other portions of the Building and leasing out or granting rights to any person on any part of the said Building.

- (o) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Unit.
- (p) **No Generator:** Shall not install or keep or run any generator in the said Unit and the garage, if any.
- (q) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Lessor/ Association (upon formation) for the use of the Common Areas, amenities and facilities.
- (r) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
- (s) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Unit, the Garage space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (t) **No Storing Hazardous Articles:**Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Unit, the Common Areas, and the Building/Project.
- (u) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Lessee from displaying a standardized name plate outside the main door of the said Unit.
- (v) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

- (w) **No Installing Generator:** Not to install or keep or run any generator in the said Unit or any part of the Project.
- (x) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Unit/Project.
- (y) **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Lessee or the family members, invitees, servants, agents or employees of the Lessee, the Lessee shall compensate for the same as decided by the Lessor or the Association.
- (z) **No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- (aa) **No Plucking Flowers:** Not to pluck flowers or stems from the gardens.
- (bb) **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- (cc) **No Trespassing:** Not to trespass or allow trespass over any areas exclusively allotted to any Lessees or retained by the Lessor in the Project including but not limited to the lawns and green plants within the Common Areas.
- (dd) **No Overloading Lifts:** Not to overload the lifts.
- (ee) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- (ff) **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any).
- (gg) **No Act to Render Insurance Void or Voidable:** Not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(hh) **Not Use Lessor's name and/or mark:** Not use the name/mark of the Lessor in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Unit and if the Lessee does so the Lessee shall be liable to pay damages to the Lessor and shall be further liable for prosecution for use of such mark of the Lessor.

(jj) **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Lessee to the Lessor/ Association in terms of this Agreement as also to pay all others taxes payable by the Lessee in terms of this Agreement.

38.1.8 **Not to transfer / sub-let / assign:**

The Lessee agrees and covenants that he/she/it shall not at any time transfer, sub-demise, sub-let or assign its leasehold right, title and interest in the said Unit to any third person without the prior written consent of the Lessor, and/or Principal Lessor, as the case may be. Further, the Lessee will be solely liable to pay all transfer fees, charges and costs that may be required to be paid in respect of such transfer or assignment.

38.1.9 **Notification regarding Letting/Transfer:**

If the Lessee lets out or transfers the said Unit, the Lessee shall immediately notify the Lessor/Maintenance Agency of the tenant's/transferee's address and telephone number. It is the responsibility of the Lessee to ensure that any such tenant/transferee abides by the terms and conditions of this Agreement or the rules and regulations of the Association. The Lessee can let-out or transfer only after clearing of all upto date dues of Lessor/ Maintenance Agency.

38.1.10 **No Right in Other Areas:**

The Lessee shall not have any right, interest, claim or entitlement whatsoever over or in respect of the Project/buildingsave and except the said Unit as contained herein.

38.1.12 **Indemnity:**

The Lessee shall keep the Lessor indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Lessor or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any misrepresentation of the Lessees, negligence or any act, deed, thing or omission made, done or occasioned by the Lessee or the servants / agents / licensees / invitees / visitors of the Lessee and/or any breach or non-observance

by the Lessee of the Lessee's covenants and/or any of the terms herein contained.

38.1.13 The Lessee shall sign and execute such papers and documents and do all such act, deeds, and things as may be necessary from time to time for safeguarding the mutual interest of the Lessor and other Lessees/occupiers of the Project.

38.1.15 The Lessee shall also be further liable to pay guarding charges @ Rs. **10 per Sq.Ft**_per month for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of possession till the actual physical possession is taken by the Lessee.

38.1.16 The Lessee accepts, confirms and declares that the covenants of the Lessee as contained in this Agreement shall run perpetually; and bind the Lessee and his/its successors-in-office or interest and that the Lessee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

THE SCHEDULE –J ABOVE REFERRED TO

(FIRE SAFETY RULES)

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers if provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Unit, in your building.
5. Dispose of unwanted items from your Unit, .These things may act as fuel to the fire.
6. Keep Corridors, walk ways or passage ways free of obstruction.
7. Instal Fire equipment at proper place inside your Unit, .
8. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
9. Must readily have the Fire Station and Police Station telephone nos.
10. Ultimate Roof Door should be kept open at all times.
11. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
12. Air-conditioner systems is to be maintained properly to

- avoid fires.
13. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
 14. To remember that the following are common causes of fire and to be careful to avoid them:
 - (i) Electric Sparks/Short Circuit/Loose Contact;
 - (ii) Overheating of electrical equipments;
 - (iii) Poor wiring system;
 - (iv) Smoking;
 - (v) Naked Flame;
 - (vi) Cigarettes, Matches; lighter;
 - (vii) LPG Cylinder Leakage.
 15. To use ISI standard equipments and cables.
 16. To immediately replace faulty electrical items.
 17. Switch off electrical points when not in use.
 18. Guard live electrical parts.
 19. Switch off at the socket before removing plug.
 20. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
 21. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
 22. Do not tamper with electrical equipment without adequate knowledge.
 23. No gas is allowed/ induction will be used.

THE SCHEDULE -K ABOVE REFERRED TO

THESE RULES WILL APPLY TO ONLY THOSE FACILITIES AND AMENITIES WHICH ARE PROVIDED BY THE PROMOTER IN THE PROJECT AS PER AGREEMENT.

Sl.No	Maintenance Area	Item No	RULES

1.	SECURITY SERVICES	I	Keeping a record of visitors entering the complex premises
		Ii	Prevent any trespassing through the Complex compound
		Iii	Guarding the Complex
		Iv	Control Traffic and prevent jams within internal roads and pathways
		V	Switching On/Off common lights
		Vi	The operation of water supply when needed
		Vii	The operation of Generator set when needed
		Viii	The operation of lifts in case of electricity failure
		Ix	The operation of Fire Fighting equipment when needed
2	GARDEN & LAWN	I	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy

			or soaked.
		Ii	Wet lawn should not be mowed.
		Iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		Iv	Water down all fertilizers
		v.	Use Organic fertilizers;
		Vi	Use of pesticides and herbicides to get rid of insects.
		Vii	Minimise use of foot and vehicle traffic on growing grass.
		Viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		Ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
3.	WATER TANKS	I	Drinking water will be supplied by Deep tubewell

			with filtered plant or by municipal water
		Ii	Should be cleaned at regular intervals by a trained agency.
		Iii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		Iv	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		V	Trained plumber to check water supply pipe lines .
4.	MUNICIPAL WATER	I	Ensure that taps are securely closed.
		Ii	Replace the leaky faucets to save water wastage;
		Iii	The Complex may be provided with Solar water connection.

		Iv	It is recommended to clean pipes at regular intervals.
5.	STP	I	Recommended that water from STP should be used only for WC flush usage and gardening.
		Ii	Inspect the treatment plant regularly.
		Iii	Prevent any harmful substance, wastes, anti bacterial detergents and other hazardous objects from entering the Plant.
		Iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non functioning STP and for discharging sewage water into the drainage system.
		V	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		Vi	Children, elderly and

			disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
			Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.
			To abide by laws if any in this regard for operation and maintenance of the STP
6.	SEPTIC TANK	I	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically

7.	BOREWELL WATER	I	Water softener may be installed if water is to be used for drinking purpose
		Ii	Can be recharged by rain water
		Iii	Regular testing of ground water should be done.
8.	STORM WATER DRAINAGE	I	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		Ii	Should be occasionally cleaned to prevent blockages.
		Iv	The outlet of the storm drainage should be covered with gratings.
9.	GARBAGE COLLECTION	I	Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .

		Ii	Garbage bags should be used for maintaining heigene.
		Iii	There should always be a trolley placed under the garbage chute.
		Iv	Follow the caution signals that are mentioned on the Chute .
		V	Do not throw boxes bigger than the size of the door of the chute
		Vi	Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
		Vii	Manual cleaning of the moist place near the exit of the garbage once in 15 days.
		Viii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into

			municipality truck.
10.	ORGANIC WASTE COMPOSTING (OWC)	I	Segregate the daily waste into recyclable and non recyclable waste
		ii	The OWC machine should not be over loaded than its capacity.
11.	LIFT/ELEVATOR	I	AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		Iv	Safety instructions to be followed during emergency should be displayed inside the lift.

		V	Use panic button /intercom unit provided in the elevator in case of emergency.
		Vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		Vii	Children less than 10 years should not be permitted inside the elevator alone
		Viii	Do not use elevator in case of fire and earthquake
		Ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		X	Smoking, Drinking and eating should be prohibited within the elevator.
12.	FIRE FIGHTING EQUIPMENT	I	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,

		Ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		Iii	Refuge area should be vacant and not used for any other purpose
		Iv	Regular mock fire drill exercises should be Done
		V	Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		Vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		Vii	In case of fire, the evacuation procedure should be well defined
		Viii	Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time

			to time.
		Ix	Assembly point in the Complex compound should be clearly indicated.
13.	RAIN WATER HARVESTING	I	Regular maintenance to avoid rodents, algae growth and insects.
		Ii	Mosquito proof container should be used for storing rain water
		Iii	The system should be periodically maintained so as to keep the system clean and operational.
		Iv	Storage tank should be properly covered and secured.
		V	Do not throw any toxic material in the system.
14.	GREEN BUILDING (if the Phase / Complex is certified by IGBC	I	The Association Management Committee should update itself with all requirements of a Green

	/ Griha or any other rating agency)		Building and keep the records available
		ii	The services of a Green Building Consultant should be retained.
UNIT INTERNAL MAINTENANCE RULES			
15	INSTALLATION OF AIRCONDITIONER	I	Should be installed at pre-designated point.
		ii	In case of split AC , the compressor unit should be installed with firm support.
		iii	In case of leaking pipes to get the same repaired immediately.
		Iv	All wires should be passed through ducts.
		V	Open wiring outside the walls is not allowed.
		Vi	No core cutting should be done in beams or columns or slabs for ducting purposes.

		Viii	The drainage pipes of ACS are fitted into the Unit as per consultant's drawing.
		Ix	Electrical & AC points are designed with electrical consultant as per the furniture lay-out of the builder. If any change is regard by the Allottee he can do so on his own exp
		X	To use A/C unit URF system having maximum cop of 4 and 20% reduction in LPD.
16	CCTV OF INDIVIDUAL FS	I	Ensure that the Camera lens is clean;
		Ii	Illegal filming of others using the camera is legally prohibited.
		Iii	A notice that the premises is under CCTV surveillance should be displayed.
17	DISH TV OF INDIVIDUAL	I	The Antenna should be installed at the pre-

	UNITS		designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
18.	PLUMBING	I	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.
19	MATTERS THAT NEED	I	Changes in Pipeline Changes in Fire fighting

	PERMISSION FROM FIRE SAFETY DEPARTMENT		Equipment Changes in Smoke Detectors
20	DG		<ol style="list-style-type: none"> 1. DG may not be auto. It may be manual. 2. Use of excess load will cause disconnection.

THE SCHEDULE -L ABOVE REFERRED TO
(COMMON AREA MAINTENENCE EXPENSES)

Maintenance: All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any unit) and in particular the Common Roof to the extent of leakage to the upper floors.

Operational: All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing, renovating and replacing the same.

Staff: The salaries and all other expenses of the staff to be employed for the common purposes viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.

Taxes & Levies: Rates & Taxes and levies and all other outgoings for the Common Portions or for the Said Complex **save** the taxes determined and payable by the Unit Sub-Lessors for their respective units upon separate assessment.

Association: Establishment and all other expenses of the Association or any agency looking after the Common Areas.

Reserves: Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).

Facilities: All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in the **3rd Schedule** above.

Insurance: All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.

Others: All other expenses and/or outgoings as may be determined by the Vendor/Facility Manager/Association (upon formation) for the common purposes

SCHEDULE -M

FIT-OUT GUIDE

1. Introduction

To ensure that all works of a construction nature within the Project correspond to high standards and to ensure that none of the constituents of the Project is damaged or adversely affected due to undertaking such construction activities, whether external or internal, (“

1.2. The Lessor is desirous of installing furniture and fixtures within the Said Unit (“**Fitting Out Works**”) and has voluntarily agreed to comply with the SoP so developed by manufacturer and/or developer/ promoter and the Property Management Team.

1.3. The purpose of the Guide is to establish the procedures for monitoring and controlling the Unit Owner’s Fitting Out Works to ensure that the Fitting Out Works are:

1.3.1. carried out in accordance with the approved plans; and

1.3.2. in compliance with the SoP.’

2. PRE-FITTING OUT ACTIVITIES

2.1. Prior to commencing the Fitting Out Works, the Unit Owner agrees to submit the relevant drawings, plans and specifications to the Property Management Team in the manner to be specified.

2.2. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Owner, the same shall be either approved with or without modification. In the event any modification is suggested, the Unit Owner shall forthwith revise the work schedule and submit the revised plan to the Property Management Team and/or the Property Management Team shall be entitled to seek for additional information, drawings or specifications for suggesting such modification or ascertaining compliance with the SoP.

2.3. No Fitting Out Works shall be commenced until and unless the plan or revised plan, as the case may be, has been approved by the Property Management Team and a ‘**Fitting Out Permit**’ has been issued to the Unit Owner, indicating the official approval to commence Fitting Out Work.

- 2.4. Before commencing Fitting-Out Works, the Unit Owner shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:
 - 2.4.1. comprehensive all risks insurance policy covering damage to the property; and
 - 2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Owner shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

3. EXECUTION OF FITTING OUT WORKS

- 3.1. The Fitting Out Works is required to be undertaken by the Unit Owner or its duly appointed contractor, in compliance with the instructions specified in this regard
- 3.2. The Unit Owner shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:
 - 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and
 - 3.2.2. only after obtaining photo identity card from the Property Management Team.
- 3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP If there is any

discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Owner to rectify the discrepancy and issue a **Notification of Discrepancy** to the permit holder. The Unit Owner shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Owner shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Owner shall inform the Property Management Team who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.

- 3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Owner or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Owner fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work
- 3.5. The Unit Owner further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting / fixtures . If so required, Unit Owner shall remove such installation, partition or any article to permit the said replacement or installation to execute the said replacement or installation work.

4. CHARGES AND DEPOSITS

4.1. Charges

4.1.1 *Fitting Out Administration Charges:* The Unit Owner will be required to pay a sum of Rs.2,000 (Rupees two thousand) towards fitting out administration charge, which shall be utilised by the Property Management Team to issue identity cards and other administrative expenses.

4.1.2 *Other Charges:* The Unit Owner will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Owner's account.

4.2. Deposits

4.2.1 The Unit Owner will be required to pay an interest free deposit of Rs.25,000/- (Rupees Twenty Five Thousand) ("**Security Deposit**") to the Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Owner of the following obligations:

4.2.2 :

4.2.2.1. to make good to developer's / promoter's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;

4.2.2.2. to remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Owner fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Owner; and

4.2.2.3. to comply with the requirements and abide by the terms set out in this Guide.

4.2.3 The Security Deposit will be refunded to the Unit Owner only after the Property Management Team has confirmed its satisfaction with the completed Fitting Out Works, in writing and after deductions if any, in respect of any damage caused to the premise, or, any sums due to indemnity in respect of any charges or fees. Provided that, if the sum representing the damages or any indemnity exceeds the corpus of the Security Deposit, the Unit Owner will have to pay the balance amount immediately upon receipt of notice from the Property Management Team, without any delay.

5. COVENANTS

5.1. The Unit Owner agrees and undertakes to

5.1.1 Obtain prior approval of developer's / promoter's and/or Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

5.1.2. Submit to developer's / promoter's and the Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

5.1.3. Maintain at its/his/her cost and expense all internal fixtures & fittings, doors, windows, housekeeping and pest control;

5.1.4. Inside the Said Unit, display the information pertaining to the layout of the Said Unit, name of the architect, supervisor name, address and telephone number, list of vendors, address and name of the in charge along with telephone / mobile numbers;

5.1.5 At the main entrance of the Said Unit, display a notice stating “**under maintenance;**” and

5.2. Provide his/her/their emergency contact details The Unit Owner expressly agrees and acknowledges ~~es~~ undertaken by the Unit owner under this Guide are mainly for securing the beneficial enjoyment of the other properties in the Said Complex by other unit - holders and is not repugnant to the interest of the Unit Owner granted hereunder

6. ASSISTANCE BY DEVELOPER/ PROMOTER AND PROPERTY MANAGEMENT TEAM

6.1. The Unit Owner may contact the designated person of the Property Management Team, whose contact details have been provided, which information may be updated from time to time with prior intimation to the Unit Owner, provided that all such correspondence shall be required to be routed through the person designated as the property manager of the Project. For breakdowns of common essential services such as lifts, power or water supply after office hours, the Unit Owner may contact the relevant personnel of the Property Management Team, by routing the request through the property manager.

6.2. shall nominate a representative as a one point contact to interact with the Property Management Team in all work relating to the Fitting Out Works prior to the commencement of the Fitting Out Works.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Lease at..... (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner(s).....

At..... on in the presence of:

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter at _____ in the presence of :

1.

2

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: at _____ in the presence of :

1.

1.

2

ANNEXURES

<u>ANNEX-A</u>	Copy of the proposed layout plan of the Said Property as disclosed by the Promoter in his registration
<u>ANNEX-B</u>	Copy of the clear Block Plan which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.
<u>ANNEX-C</u>	Copy of Floor plan of the said Unit,

