

ANNEXURE 'A'

AGREEMENT FOR SALE

This Agreement for Sale ('Agreement') executed on this _____ (Date) day of _____ (Month), _____20,

By and Between

WEST BENGAL HOUSING BOARD, a Statutory Body Corporate constituted under the West Bengal Housing Board Act (XXXII of 1972) having its PAN: AAAJWOO19K and office at 105, Surendranath Banerjee Road, P.S Taltala, P.O Entally, Kolkata- 700014, hereinafter referred to as "the Board", represented by its constituted attorney Bengal Shelter Housing Development Limited through its authorized representative Bireswar Dutta son of Late Bichitra Dutta, having PAN No. AOBPD6128D by faith Hindu, by occupation-Service, working for gain at Bengal Shelter Housing Development Limited, at DN-1, Eternity Building 3rd Floor Sector-V, Salt Lake , Kolkata-700091 vide Board Resolution dated 3rd January 2012 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the First Part

AND

Bengal Shelter Housing Development Limited (CIN U70101WB2004PLC097716), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-1, Eternity Building 3rd Floor Sector-V, Salt Lake , Kolkata-700091 (PAN –AACCB4289R), represented by its authorized signatory, Bireswar Dutta son of Late Bichitra Dutta (Aadhar no. 221050883913) authorized vide board resolution dated 3rd January 2012 hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permuted assigns) of the Second Part.

AND

[If the Allottee is a company]

_____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at (PAN), represented by its authorized signatory, _____ (Aadhaar no. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

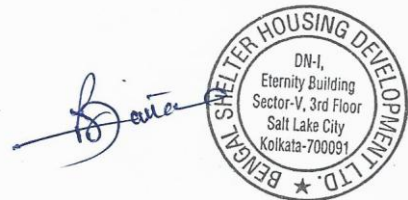
[OR]

[If the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN), represented by its authorized partner, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the 'Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]



Mr./Ms. _____, (Aadhar no. _____) son/ daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ORI

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the ‘Allottee’ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

The Developer and Allottee shall hereinafter collectively be referred to as the “Parties’ and individually as a “Party’.

DEFINITIONS:

For the purpose of this Agreement for Sale unless the context otherwise requires, -

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

WHEREAS:

WHEREAS:

1. The Board being desirous of developing, inter alia, housing projects in urban as well as rural areas of West Bengal through joint sector companies, promoted a joint sector company whereby West Bengal Housing Board has 49.5% stake and active participation in the Board of Directors under Chairmanship of the nominees of West Bengal Housing Board. This special purpose vehicle was created to raise housing stock for the people of limited means in the state.

2. By a notification dated 1st June, 2006 bearing No.283-HI/HG/NTP-2L-9/99(PT.) issued in exercise of the power conferred under Section 29(1) of the West Bengal Housing Board Act, 1972, the Government of West Bengal, Department of Housing, transferred in favour of the Board herein, All that the pieces and parcels of land collectively admeasuring 20 acres more or less, comprised in several Dag numbers situated in Mouza-Reckjuani, J.L.No.13, Police Station Rajarhat, District 24 Parganas(North), forming part of the area known as “New Town, Kolkata”, hereinafter referred to as the “Said Larger Land” and more specifically described in the **First Schedule** hereunder written having absolute right, title and interest in the entirety of the Said Larger Land stood transferred and vested in the name of the Board herein.

3. By virtue of the said notification, a piece of land out of the Said Larger Land admeasuring 5 acres more or less in NEWTOWN Action Area IIB had been allotted to Bengal Shelter Housing Development Ltd. by WBHIDCO through WBHB vide letter No.-3737/HIDCO/ADMN-948/2006 dt.03-08-2006 for developing housing project and the possession of the said plot being No.AA-II/BLK-4 Action Area-IIB, New Town, Kolkata, which is described in the **Second Schedule** hereunder written had been given to Bengal shelter housing Development Ltd and a Developer's Agreement dated 17th January, 2007, had been executed by West Bengal Housing Board and granted herein the right to develop Said First Plot in lieu of the consideration and on the terms and conditions recorded therein.

4. By executing a Power of Attorney dated 17-01-2007, The Board had nominated, constituted and appointed the Developer as their true and lawful attorney and agent, in their name and on their behalf inter alia, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned herein after:-

i) To sign and execute the Deed of Conveyance for transfer and to admit the execution thereof and get such documents duly registered.

ii) To appear before Notary Public, District Registrars, sub-registrars, Registrar of Assurance, Metropolitan and Executive Magistrate and other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.

5. Thereafter, the Developer duly submitted and obtained from the New Town Kolkata Development Authority, the sanction of the building plan for construction of several residential/commercial buildings on the Said Plot for various income groups, all collectively known as "Teenjanya".

6. As per sanction plan and subsequent modifications thereto, the Developer commenced and completed the construction, except some finishing and infrastructure work of each of the aforesaid building/towers along with open and covered car/two wheeler parking spaces as separate segregated and demarcated portions of the Said First Plot including:-

(a) The building/tower named "Labanya" situated at a demarcated portion of the Said Plot admeasuring 7922.284 Sq. mtr. more or less, which is marked as B on Plan-I annexed hereto and hereinafter referred to as the said "Labnaya (HIG) Portion" and more specifically described in Part-I of the Third Schedule hereunder written:

(b) The building/tower named "Banalata" situated at a demarcated portion of the Said Plot admeasuring 4848.473 Sq. mtr. more or less, which is marked as C on Plan-I annexed hereto and hereinafter referred to as the said "Banlata (MIG) Portion" and more specifically described in Part-II of the Third Schedule hereunder written:

- (c) the building/tower named “Neera” situated at a demarcated portion of the Said Plot admeasuring 805.811 sq. mtr more or less, which is marked as D on Plan-I annexed hereto and hereinafter referred to as the said “Neera (LIG)Portion” and more specifically described in part-III of the Third Schedule hereunder written:
- (d) the said “Service Area” situated at a demarcated portion of the Said Plot admeasuring 5526.026 sq. mtr more or less, which is marked as E on Plan-I annexed hereto and hereinafter referred to as the said “Service Area Portion” and more specifically described in Part-IV of the Third Schedule hereunder written;
- (e) the said “Commercial Area” situated at a demarcated portion of the Said Plot admeasuring 836.188 Sq. mtr more or less, which is marked as A on Plan-I annexed hereto and hereinafter referred to as the said “Commercial Portion” and more specifically described in Part-IV of the Third Schedule hereunder written;
- (f) Each of the above along with, inter alia, several identified and demarcated common areas, all being part of the complex called “Teenkanya ”.
- (g) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.
- (h) The New Town Kolkata Development Authority has issued a sanction letter to develop the Project vide approval dated 14-01-2020 bearing registration no. PIN0010062420191209.
- (i) The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Newtown Kolkata Development Authority. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- (j) The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ on _____ under registration no. _____
- (k) The Allottee had applied for apartments vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on floor in [tower/block/building] no. _____ (“Building”) along with garage/covered parking no. _____ admeasuring an area about _____ square feet more and less within the _____ portion of Teenkanya Housing project as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Part-II of Fourth Schedule and the floor plan showing the Apartment in “RED” border thereon is annexed hereto and marked as Annexure B);

- (l) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (m) 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;
- (n) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in **Paragraph H**.

The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out there from as mentioned elsewhere in this Agreement will follow.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **paragraph H**.

The Total Price for the Apartment/plot based on the carpet area is Rs. _____ (Rupees
 _____ only (“Total Price”))

Sl. No.	Description	Rate Per Sq. Ft. (In INR)	Amount (In INR)
A.	Unit Price: Cost of Apartment/unit Add: _____ Car Parking Space Total: Less: Discount, if any Sub-Total	 _____/ - _____/ -	 _____/ - _____/ - _____/ - _____/ -
B.	Other Charges: Maintenance Corpus Deposit Club Membership	 _____/ - _____/ -	 _____/ - _____/ -
C.	Extra charges: Electrical & DG connection charges Documentation charges @ 1% of (Flat Cost + Car Parking cost)	 _____/ - _____/ -	 _____/ - _____/ -
	Total price (A+B+C)	Rs. _____/ -	(Rupees)

		_____) only
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In addition to the aforesaid Total Price, the following charges shall be paid at actual or as mentioned by the Developers as per payment schedule.

1. Cost of Electric Meter
2. Stamp Duty/Registration charges /commissioning charges and other Incidental expenses.
3. Charges for mutation and separate assessment of the Apartment mutation fees if any and other miscellaneous charges and incidental charges in relation to the mutation
4. Cost charges and expenses for providing Satellite TV connection charges as per actual
5. Cost of providing MS Grill for windows & balcony collapsible gate, modification and extra work charges plus applicable taxes if required.
6. Goods and Service Tax

Explanation

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment.

(ii) The Total Price above Exclude Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment.

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

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

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

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

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

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the Competent Authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan.

The Allottee shall have the right to the Apartment as mentioned below:

i) The Allottee shall have exclusive ownership of the Apartment.

ii) The Allottee shall also have undivided proportionate share in the Common Areas and Service Area since the share / interest of Allottee in the Common Areas and Service Area is undivided and cannot be divided or separated, the Allottee shall use all Common Areas and Service Area along with other occupants, maintenance staff etc of _____portion after obtaining the Completion Certificate/Part Completion Certificate from the competent authority without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Service Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall hand over the common areas and service area to the association of allottees as provided in the Act;

iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, Service Area , internal development charges, external development charges, cost of providing electric wiring inside the flat , fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer 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 therefore by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the

Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Part –I of FOURTH SCHEDULE] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Bengal Shelter Housing Development Ltd. 'payable at Kolkata

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, (Annexure A attach) which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 provisions prescribed by the concerned authority 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within 31-12-2028.

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this Agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date of issue of the letter of termination of project by the Developer. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Developers, upon obtaining the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the "NOTICE OF POSSESSION") offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottee. (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in favor of the Allottee shall be executed and registered by the Developers (subject, however, to the Allottee making all payments as mentioned in the Part –I of FOURTH SCHEDULE hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer) within three months from the date of issue of Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developers. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottee, as the case may be after the issuance of the Completion certificate/Part Completion Certificate. The Developers shall hand over a copy of the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favor of the Allottee.

7.3 Failure of Allottee to take Possession of Apartment/Plot: Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment/Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority,) and handing over physical possession of the

Apartment to the Allottee, it shall be the responsibility of the Developers to hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project/Complex without any fault of the Developers, the Developers herein shall be entitled to forfeit the Booking Amount inclusive of applicable Taxes paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Developers shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation –

The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developers fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project the Developer shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer 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 with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer 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 Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

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

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

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

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

(xiii) That the property is not Waqof property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Developer'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 there under.

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified her in above for every month of delay till the handing over of the possession of the Apartment.

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 3 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas/Service Area within 3 (three) months from the issuance of the Completion certificate/Part Completion 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 Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Developer shall be responsible to provide and maintain essential services in the project till 18 months from the date of issue of Completion Certificate / Part Completion Certificate or the taking over of the Maintenance of the project by the association of the allottees, whichever is earlier.

- i) The Allottees hereby confirms and undertakes that the maintenance, upkeep and administration of the Said _____ Portion and the Specified Common Area including the facilities, utilities and equipment's installed thereat, collectively hereinafter referred to as the "Maintenance Areas" more specifically described in the Part-I of the Fifth Schedule and collection of the maintenance charges etc. from the allottee of the several apartments thereat shall be carried out by the Developer and/or the Facilities Management Agency to be appointed by the Developer or the Association as described hereinafter. Such Facilities Management Agency shall be accountable to the Developer and after the Association is duly constituted, to such Association. The allottee shall be obliged to pay all the costs, charges and expenses incurred for this purpose as also for the maintenance and upkeep of the Maintenance Areas including the fees of such Facilities Management Agency, without any objection whatsoever.
- ii) The Allottee(s) shall, within 18 months of the date of Issuance of Completion Certificate /Part completion Certificate , form an Association of the respective apartment owners of the building/tower comprised in the Said _____ Portion (herein referred to as the "**Association**") and it shall be incumbent upon the all allottee to join such entity as a member and pay the necessary subscription or membership amounts together with the proportionate costs and expenses for formation of the same. Each apartment at the building/tower situated in the Said _____ portion shall represent one share, irrespective of the number of persons owing it and irrespective of the same person owing more than 1 (one) apartment. A tenant or licensee of the Allottee shall not be entitled to become such a member.
- iii) Such Association shall always manage and maintain each of the areas comprising the Maintenance Areas, only through the agencies of a professionally qualified facilities management agency to be appointed by the Association (herein referred to as the "**Facilities Management Agency**") and it specially clarified that until formation of such Association or within 18th months from the date of Issuance of Completion Certificate /Part Completion certificate whichever is earlier, the Developer shall manage and maintain the Maintenance Areas either itself or through a Facilities Management Agency, at its discretion.
- iv) Upon formation of the Association, the Developer will, in due course, transfer to the Association all the Vendor's and/or the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue, if any then remaining, of the corpus deposit, made by the Allottee for the common purposes, after adjusting all amounts then remaining due and payable by the Allottee to the Developer including security deposits of all the common meter. The amounts thus transferred shall be held by the Association on behalf of and on account of each of the Allottees. The Allottee undertakes to make good and

- pay to the Association all such amounts that may have been adjusted as aforesaid by the Developer from the said corpus deposit.
- v) The Service Area shall be used in common by the co-owners of the Said Labnaya (HIG),_Banalta (MIG) Portion and the Said Neera (LIG) Portion and specifically only for the purpose of egress and ingress to their respective apartments and in which only each of the co-owners of the Said Labnaya, Banlata & Neera Portion shall have an undivided individual variable proportionate share, as may be attributable to their respective apartment.
 - vi) The Allottee will only have the right to use of the electrical transformer with the feeder cables as are installed in the Service Areas(which Service Areas are more specifically described in Part-II of the Fifth schedule hereunder written) which shall collectively serve the Said Labanyya (HIG) Banlata (MIG) Portion, the Said Neera (LIG) Portion, Said Commercial Portion and the other portions of the Said Premises in such a manner as shall be determined by the Developer, subject to payment of the necessary costs and expenses by the Co-owners of each of such portions and/or areas and the Allottee undertakes not to object to the same, it being clarified that the Allottee shall have no claim. Right or interest of any nature whatsoever in respect of or over the other facilities, utilities, equipment's etc. installed at the Service Areas, irrespective of the fact that the same may be used by the owners and occupiers of the aforesaid other portions of the Said Premises. It is also clarified that the Diesel Generator set install in the said portion is only for the use of Labanya (HIG) portion. Allottees of other portions are not entitled to use the facilities of such DG Set . However the maintenance of the said DG Set will be the responsibility of the allottees of Labanyya (HIG) portion only .
 - vii) The Allottee shall also observe and perform each of the stipulations, restrictions and/or obligations as stated under the **Seventh Schedule** hereto as the covenants running with the land.
 - viii) The right of the Allottee shall remain restricted to the Said Apartment and Properties Thereto only and the Allottee shall have no right nor shall claim any manner of right over or in respect of any other part or portion of the Said Premises.
 - ix) The Allottee undertakes, covenants and agrees that the Developer shall have the absolute and unfettered right and authority to deal with and/or dispose of the open and covered vehicle parking spaces and other spaces in the Said _____ Portion(save and except only such spaces in respect whereof the Allottee has been specifically granted any right(s) under this Agreement) in such manner, including granting the right of user thereof in favour of third parties and in lieu of such consideration as the Developer may deem fit and proper and the Allottee shall not object to the same in any manner or on any ground whatsoever.
 - x) Further, all such areas over which the Allottee has no right, shall be under the exclusive ownership, control, use and possession of the Developer and the Developer shall be entitled to dispose of and/or deal with the same in such manner and in lieu of such consideration as it may deem fit and proper and the interest of the Allottee herein shall be subject to such right of the Developer.
 - xi) The Allottee shall not be entitled to any vehicle parking space unless specifically allotted under this Agreement.
 - xii) The Allottee shall deposit with the Developer and upon its formation with the Association or the Facilities Management Agency, as the case may be, all the amounts as may be determined by the Developer or the Association or the Facilities Management Agency as the case may be, towards the liability for the rates and taxes and other outgoings. The liability for the rates and taxes is payable from the date of handover of the said Apartment or execution of deed of conveyance whichever is earlier .
 - xiii) The Allottee shall pay the charges for electricity and other utilities in or relating to the Said Apartment wholly and proportionately relating to the common parts and areas including the Maintenance Areas.
 - xiv) All repairs and maintenance of any kind as may be desired by the Allottee inside the Said Apartment shall be carried out only by persons authorized or provided by the Developer and/or the Association and/or the Facilities Management Agency as the case may be, and the Allottee shall be liable to pay and bear such amounts that the Developer and/or the Association and/or the Facilities Management Agency may reasonably determine from time to time towards their charges for administration of such repair works.
 - xv) In case the Allottee has obtained a housing loan from a financial institution/bank on the basis of the aforesaid provisional letter of allotment for purchasing the Said Apartment against mortgage of the Said Apartment, this Agreement shall mean and understood to be subject to such charge or mortgage.

I. IT IS FURTHER AGREED AMONGST THE PARTIES HERETO THAT:-

- a) The Allottee of the apartments at the Said _____ Portion will be entitled to use the recreational area comprised in portions of the Ground/First Floor of the _____ Tower (collectively hereinafter referred to as the “**Recreational Area**”) but against payment of the charges as may be determined by the Developer and/or the Managing Committee(as defined hereafter) and /or an autonomous body which may be formed for the administration, including but not limited to payment of a non-refundable, non-adjustable, and non-transferable membership fee for user of the said Recreational Area.
- b) After formation of the Association, the Members of the Association shall form a managing committee comprising members from the Association(“**Managing Committee**”) for conducting the affairs of and managing the Recreational Area, such Managing Committee shall have the right to levy and recover monthly and user charges as may be necessary to defray the expenses of upkeep, maintenance and operation of the Recreational Area and its facilities. Until such Managing Committee is formed as stated above , the Developer shall have the right to operate and manage the Recreational Area and to levy and recover such charges and the Allottee shall be compulsorily required to make payment of the same.
- c) On the failure of the Allottee to regularly pay the charges, subscription etc. in respect of the Recreational Area, the Developer and/or the Managing Committee and/or the said autonomous body, if any formed for the administration of the Recreational Area, will be entitled to restrict the Allottee’s entry to the Recreational Area and withdraw all Recreational Area privileges to the Allottee and the Allottee hereby gives his/her/their/its unfettered consent to the same.
- d) The Allottee hereby fully empowers and authorizes the Developer and /or the Association and/or the Managing Committee and/or the autonomous body, if any formed for the administration of the Recreational Area, to frame the rules and regulations for the governance, administration and functioning of the Recreational Area and the Allottee undertakes to abide by and be bound by such rules and regulations, without objection.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, t shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by Developer ,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.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer / 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 Developer/association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **TEENKANYA** (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service

rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment 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 [Apartment/Plot] and keep the Apartment/Plot its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee,

application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 conform to Act or the Rules and Regulations made there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in North 24 Parganas after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar, North 24 Parganas. Hence this Agreement shall be deemed to have been executed at North 24 Parganas.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s Bengal Shelter Housing Development Ltd.(Developer name)

Eternity, DN-1, 3rd Floor, Sector-V, Salt Lake City, Kolkata-700091 (Developer Address)

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

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer 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 disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

34. NOMINATION FEES

Nomination fee amounting to 3% (plus applicable taxes) of the total price of the apartment and consideration for right to use the parking space are to be paid to Developer. However nomination of apartment after developer has executed the deed of conveyance of the apartment in favour of the allottees shall not be governed by this clause.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

The Board/Owner:

(1) Signature _____

Name _____

Address _____

Please affix
photographs
and sign
across the
photograph

Developer:

(1) Signature _____

Name _____

Address _____

Please affix
photographs
and sign
across the
photograph

FIRST SCHEDULE HEREIN ABOVE REFERRED

(Description of "TOTAL LAND")

All that the pieces and parcels of land collectively admeasuring 20 acres more or less comprised in several Dag numbers R.S. Plot Nos.2429(P), 2407(P), 2408(F),2428(F), 2427(F), 2426(P), 2425(P),2424(F), 2409(F), 2423(P),2529(P), 2441(P), 2421(F),2420(F), 2419(F), 2542(P),2518(F), 2517(F),2514(P), 2516(P), 2515(P), 2522(P), 2523(P), 2524(P), 2519(F), 2521(F), 2520(F),2418(F), 2417(F), 2410(F), 2411(F), 2401(F), 2402(P), 2400(F), 2412(F), 2413(F), 2416(F),2414(F), 2415(F), 2527(F), 2528(F), 2529(F),2530(F), 2531(F), 2526(F), 2525(P), 2532(F), 2533(F), 2534(F), 2538(F), 2539(P),2396(F), 2395(F),situated in Mouza Reckjuani,J.L.No.13, Police Station Rajarhat, District 24 Parganas(North). The 20 Acres land is one of the Block assigned by the West Bengal HIDCO as per Town and Country Planning & Development Act, 1994, Govt. of West Bengal and under the possession of West Bengal Housing Board in New Town Project area as HIDCO premises No.'AA' in Action Area-IIB.

SECOND SCHEDULE HEREIN ABOVE REFERRED

(Description of the "Schedule Land")

All that the pieces and parcels of land admeasuring 5.00 acres more or Less being a demarcated portion of the Said Larger Land(which is more specifically described under the first SCHEDULE hereinabove written) and forming part of Premises No.AA, Action Area-IIB/BLK, Layout Plot No.4, New Town, Kolkata and butted and bounded as follows:-

NORTH : Land of Bengal Peerless H.D. Co. Ltd.

SOUTH : Land of Ordinance Factory Board.

EAST : 24 M wide HIDCO Road

WEST: HIDCO Drainage Canal

THE THIRD SCHEDULE ABOVE REFERRED TO

PART -I

("Said Labanya HIG Portion")

All that the pieces and parcels of land admeasuring **7922.284 Sqr. Mtr.** more or less, which is marked as **B** on Plan-I annexed hereto being a demarcated portion of the land collectively described in the **SECOND SCHEDULE** herein above written together with the building/ tower standing thereon named "_____".

PART -II

("Said Banalata MIG Portion")

All that the pieces and parcels of land admeasuring **4848.373 Sqr. Mtr.** more or less, which is marked as **C** on Plan-I annexed hereto being a demarcated portion of the land collectively described in the **SECOND SCHEDULE** herein above written together with the building/ tower standing thereon named "_____".

PART -III

("Said Neera LIG Portion")

All that the pieces and parcels of land admeasuring **805.811 Sqr. Mtr.** more or less, which is marked as **D** on Plan-I annexed hereto being a demarcated portion of the land collectively described in the **SECOND SCHEDULE** herein above written together with the building/ tower standing thereon named "_____".

PART -IV

("Said Service Area E")

All that the pieces and parcels of land admeasuring **5526.026 Sqr. Mtr.** more or less, and hatched green on Plan-I annexed hereto being a demarcated portion of the land collectively described in the **SECOND SCHEDULE** herein above written together with the building/ tower standing thereon named “**Service Area**”.

(“Said Commercial Area A”)

All that the pieces and parcels of land admeasuring **836.188 Sqr. Mtr.** more or less, and hatched pink on Plan-I annexed hereto being a demarcated portion of the land collectively described in the **SECOND SCHEDULE** herein above written together with the building/ tower standing thereon named “**Commercial Area**”.

THE FOURTH SCHEDULE ABOVE REFERRED TO
PART –I
(PAYMENT PLAN)

FLAT			
Sl. No.	Particulars	Due Date	Rupees
1	Application Money		10%
2	Allotment Money	Within 30 days from the date of allotment	80%
3	Final installment	On Possession	10%
	Total		100% *

Car Parking			
Sl. No.	Particulars	Due Dates	Covered (Rs)
1	Allotment Money	Within 30 days from the date of allotment	50%
2	Final Installment	Before Possession	50%
	Total		100% *

Club Membership			
Sl. No.	Particulars	Due Dates	Rupees
1	Allotment Money	Within 30 days from the date of allotment	50%
2	Final Installment	Before Possession	50%
	Total		100% *

Maintenance Corpus Deposit			
Sl. No.	Particulars	Due Dates	Rupees

1	Allotment Money	Within 30 days from the date of allotment	50%
2	Final Instalment	Before Possession	50%
	Total		100% *

* Taxes as applicable will be charged extra

PART - II

(Description of the "said Apartment" hereinabove referred to)

ALL THAT the residential **Flat being No.____, Tower No.__, on the ____Floor**, contained super built up area of ____ **sq. ft.** of the _____, Cluster of project "**TEENKANYA**" together with exclusive right to use one **Covered** car parking space being No.____ situated on the _____ Portion together with proportionate share in land underneath upon which the said building situated at **New Town, Action Area II-B BLK/4, Kolkata – 700 161, Police Station-Rajarhat, District – 24 Parganas (North).**

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Portion/Areas and/or Facilities)
PART -I

- (1) Entrance lobby on the ground floor of the _____ Tower;
- (2) Staircases on all the floors of the _____ Tower;
- (3) Staircase landings on all the floors of the building _____ Tower;
- (4) Common passages and lobbies adjoining the lift space on all floors of the _____ Tower;
- (5) Water pump, overhead water tank, water tank on the roof of the _____ Tower, water pipes and other common plumbing installation and overhead and underground water reservoirs;
- (6) Lift/s;
- (7) Lift machine room on the roof of the _____ tower;
- (8) Fire fighting Pumps and systems of the common areas;
- (9) Plumbing, vertical stacks and shafts;
- (10) Feeder cable, transformers, LT switches, meters and individual electrical meters;
- (11) Drainage and swag system;
- (12) Recreational Area comprised in portions of the first, floor of the _____ tower and all equipment and interior fit outs therein subject to observance and performance of the restrictions, terms and conditions as stated in these presents;
- (13) Ultimate roof of the _____ building/tower;
- (14) All light fittings and other fittings and fixtures etc. installed in the common area.

It being clarified that save and except the common portions, common areas and common facilities mentioned hereinabove, all other portion and/or areas and/or facilities and/or the open or covered areas meant for vehicle parking or otherwise shall not and do not form part of the common areas and/or

common facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as stipulated in Clause hereinabove.

PART -II

- 1) Driveway and pathway, forming the Service Area Market as E and hatched in Blue on Plan-I annexed hereto;
- 2) Boundary Wall , Main Gate and Security Room in the gate .
- 3) Generator, electrical Transformer, RMU and LT Panels with the feeder cables installed at the Service Areas subject to observance and performance of the terms and conditions as stated in these presents.

It being clarified that save and except the common portions, common areas and common facilities mentioned hereinabove, all other portions and/or areas and/or facilities and/or the open or covered areas meant for vehicle parking or otherwise shall not and do not form part of the common areas and/or common facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as stipulated in Clause hereinabove.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

- (1) Repairing rebuilding, improving as necessary and keeping the Maintenance Areas and very exterior part thereof in good and substantial order and condition and renewing all work or damaged parts thereof.
- (2) Painting with quality paint as often as may in the opinion of the Developer or the Facilities Management Agency or the Association, be necessary and in a proper and workman like manner, all the wood, metal, stone and other work of the Maintenance Areas and the external surfaces of all exterior doors of the _____ tower and decorating and coloring all such parts of the Maintenance Areas and the _____ tower as usually are or ought to be.
- (3) Keeping the gardens and grounds of the Said _____ Portion in a neat and tidy condition and tending and renewing all lawn, flowers, beds, shrubs, trees forming part thereof as necessary and maintaining/reinstating any boundary wall, hedge or fence.
- (4) Keeping the driveways, passages and pathways in good repair and clean and tidy and edged where necessary and cleaning the same.
- (5) Cost of clearing, repairing, reinstating any drains and sewers forming part of the Maintenance Areas and the _____ tower.
- (6) Paying such workers as may be necessary in connection with the upkeep of the Maintenance Areas and the _____ tower.

- (7) Insuring against any risks.
- (8) Cleaning as necessary, the external walls and windows(not forming part of any apartment) in the property as may be necessary and also the Maintenance Areas, passages, landings, stair cases and all other common parts of the Said _____ Portion and the _____ tower.
- (9) Operating maintaining and(if necessary) renewing the lighting apparatus from time to time of the Maintenance Areas and the _____ tower and providing such additional lighting apparatus as the Developer or the Facilities Management Agency or the Association may think fit.
- (10) Maintaining and operating the lift/s.
- (11) Providing and arranging for removal of rubbish.
- (12) Paying all rates, taxes, duties, charges, assessments and outgoings whatsoever including electricity charges (whether central, state or local) assessed charged or imposed or payable in respect of the Maintenance Areas of any part thereof excepting in so far as the same are the responsibility of the individual owners of any apartment.
- (13) Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Said _____ Portion or any part thereof so far as the same is not the liability of or attributable to the individual owner of any apartment.
- (14) Generally managing and maintaining the Said _____ Portion and protecting the amenities in the Maintenance Areas and for the purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully the observance of the covenants on the part of the occupants of any of the apartment.
- (15) Engaging qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount for the period to which the accounts relates.
- (16) Complying with the requirements and directions of any competent authority and with the provisions of all the statues and all regulations, orders and bye-laws made there under relating to the Said _____ Portion and the Maintenance Areas excepting those which are the responsibility of the owner/occupier of any apartment.
- (17) The purchase, maintenance, renewal and insurance of fire fighting appliances as the Developer or the Facilities Management Agency or the Association may, from time to time, consider necessary.
- (18) Administering the management of the staff and complying with all relevant regulations and order thereunder and employing, whenever necessary, suitable persons or firms to deal with these matters and disengage them when required.

- (19) The purchase, maintenance, renewal of any other equipment and the provisions of any other service which in the opinion of the Developer or the Facilities Management Agency or the Association it is reasonable to provide.
- (20) Such amounts to be fixed periodically, as shall be estimated by the Developer or the Facilities Management Agency or the Association as the case may be, and whose decision shall be final, to provide for reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Restrictions on and Obligations of the Allottee)

The Allottee undertakes, confirms and guarantees:-

- a) To co-operate with the other apartment owners and the Vendor/Developer/ Association/ Facilities Management Agency in the management and maintenance of the Said _____ Portion and the said Maintenance Areas.
- b) To observe the rules framed from time to time by the Developer and/or the Association upto its formation and/or Facilities Management Agency for quiet and peaceful enjoyment of the said _____ tower as a decent residential building.
- c) To allow the Developer or the aforesaid entities or their respective representatives with or without workmen, to enter into the Said Apartment And Properties Appurtenant thereto for the purpose of maintaining, repairs, re-building and for keeping in good order and condition any of the electrical lines, water lines, pipe lines or any other elements, without any objection by the Allottee.
- d) To regularly and punctually pay and discharge to the Developer or the Facilities Management Agency or the Association as the case may be all rates, taxes, maintenance charges, common expenses, impositions and all other outgoings in respect of the Said Apartment And Properties Appurtenant Thereto and also proportionately for the common areas and/or portions including such expenses as described under the **SIXTH SCHEDULE** hereinabove written, in advance within the 7th (Seventh) day of every month according to the English calendar.
- e) The proportionate rate payable by the Allottee for the common expenses shall be determined by the Developer and/or the Facilities Management Agency and/or Association from time to time and the Allottee shall be liable to pay the same. Further, the statement of accounts of the apportionment of charges as prepared by the Developer and/or the Facilities Management Agency and/or the Association shall be conclusive and final and the Allottee shall not be entitled to dispute or question the same.
- f) The maintenance and common expenses directly attributable to the Said _____ Portion shall be proportionately divided amongst the co-owners of the several apartments of the Said _____ Portion, all to be determined by and payable to the Developer and/or the Association, upon its formation,

- and further the other maintenance and common expenses which are common to both the Said _____ Portion and the Said _____ Portion including in respect of the Specified Common Area and the facilities and utilities thereat, if any, as also all the other unallocable expenses shall be proportionately divided amongst the co-owners of the several apartments comprised in the Said _____ Portion and the Said _____ Portion, all to be determined by and payable to the Developer and/or the Association, upon its formation, and the Allottee undertakes to make payment of each of the aforesaid amounts without any objection whatsoever or howsoever.
- g) Operating and maintenance expenses for utilities which are common to the Said _____ Portion and the Said _____ Portion any specific shall be borne by the co-owners of the Said _____ Portion and the Said _____ Portion, and such method of calculation and allocation is hereby accepted and confirmed by the Allottee.
 - h) It is agreed and understood that the Allottee shall have no manner of right, title or interest in respect of the Said _____ Portion and/or any other part or portion of the Said Premises including but not limited to any part or portion of the Said Service Area (each of which the Developer shall be entitled to deal with and/or dispose of in such manner and in lieu of such consideration as the Developer may deem fit and proper) and/or in any part or portion of the said Service Areas and/or the equipments or utilities installed thereat save the right to receive certain common services from the said Service Areas as specifically stipulated therein subject to payment of the necessary costs and expenses to the Developer and/or facilities management agency/association of the aforesaid other portion of the Said Premises.
 - i) The Allottee shall sign and execute such papers and documents, grant such authorities and render such co-operation as may be required by the Developer and/or the Facilities Management Agency and/or the Association as the case may be, for common purposes and/or in the common interest of all the co-owners and/or in pursuance thereof.
 - j) It is agreed and understood that co-owners of the Said _____ Portion shall be entitled to free egress and ingress over and in respect of the Specified Common Area only for the purpose of accessing the said _____ tower and the Allottee shall not object to the same.
 - k) So long as each apartment in the said _____ tower is not separately assessed and mutated, the Allottee shall be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the Said _____ Portion, such proportion to be determined by the Developer or the Facilities Management Agency or the Association as the case may be, on the basis of the super built up area of the Said Apartment.
 - l) The Allottee shall be responsible and liable to apply for and obtain separation and mutation of the Said Apartment in the records of the concerned authorities including incurring all the costs and expenses in

respect thereof and shall similarly remain responsible and liable for the consequences of non-observance of this clause.

- m) Till the separate assessment of the Said Apartment for the purpose of municipal rates and taxes to let out or part with possession of the Said Apartment only after prior information in writing to the Developer or the Facilities Management Agency or the Association as the case may be, of the full particulars of the occupant and rent and all other charges and benefits receivable by the Allottee in respect thereof, to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale, even after such separate assessment, prior information of intention to transfer along with details of the transferee shall be necessary.
- n) The Allottee shall, transfer or assign the Said Apartment And Properties Appurtenant Thereto to any person or party strictly on the terms and conditions as laid down herein, and shall not induct or invite any person or party to the Said Apartment And Properties Appurtenant Thereto, who may cause any infringement or violation of the terms or conditions of sale hereunder.
- o) In case the Allottee defaults or delays in making payment of any of the expenses including those stated herein, then the Developer or the Facilities Management Agency or the Association as the case may be, shall also be entitled to withhold all utilities and facilities to the Allottee and/ or the Said Apartment And Properties Appurtenant Thereto including electricity, water supply, user of lift and/or other services, during the time that the Allottee is in default. In addition, the Said Apartment And Properties Appurtenant Thereto shall be deemed to be charged in favour of the Developer or the Facilities Management Agency or the Association as the case may be, for all such amounts falling due together with interest thereon.
- p) In case the Developer or the Facilities Management Agency or the Association as the case may be, condone the default or delay of the Allottee, then and in such an event, the Allottee shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or the Facilities Management Agency and/or the Association together with interest thereon at the rate of 2% (two percent) per month for the period of delay/default on all amounts remaining unpaid further together with reconnection charges.
- q) Not to sub-divide the Said Apartment or any portion thereof and/or the vehicle parking space, if any allotted, or any portion thereof.
- r) Not to sell or transfer or grant the right in the vehicle parking space, if any, granted under this deed in favour of any person or party save and except to the co-owners of the Said _____ Portion.

- s) No to do any act deed or thing or obstruct the construction and completion of the said _____ tower and the said _____ tower in any manner whatsoever, notwithstanding any temporary hindrance in the Allottee's enjoyment of the Said Apartment And Properties Appurtenant Thereto.
- t) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Apartment or any part or portion thereof or in any part or portion of the Said _____ Portion or the said _____ tower or in the Specified Common Area or in any of the common areas save at the places indicated thereof.
- u) Not to keep or allow to be kept or stored or brought into the Said Apartment and/or the vehicle parking space, if any, or any of the common areas, any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said _____ tower or any portion thereof or any fittings or fixtures thereof including windows, doors, floors etc. in any manner and not to block any common area of the building or the Said _____ Portion or the Specified Common Area in any manner.
- v) Not to keep any heavy article or thing or operate any machine as is likely to endanger the structure of the said _____ tower or damage the floor or roof or outer walls of any unit.
- w) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability and/or construction of the said _____ tower or any part thereof.
- x) Not to fix or install air conditioners other than split/package air conditioners in the Said Apartment and only at the places which have been specified in the Said Apartment for such installation.
- y) Not to do or cause anything to be done or be a party to any act or conduct or around the Said Apartment which may cause or tend to cause or tantamount to cause or affect or damage the flooring or ceiling of the Said Apartment or of any unit adjacent to or over/below the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or of any open passages or amenities available for common use.
- z) Not to damage or demolish or cause to be damaged or demolished the Said Apartment and/or the vehicle parking space, if any, or any part thereof of the fittings and fixtures thereto.
- aa) Not to close or permit the closing of verandas or lounges or balconies or lobbies or common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the external doors and windows of the Said Apartment, which in the opinion of the Developer or the Association, differs from or is in deviation from the colour scheme of the said _____ tower or may affect the elevation in respect of the exterior walls of the said _____ tower.

- bb) Not to permit any new window, light opening, doorway, path, passage, drain or other encroachment or easement to be made in the Said Apartment.
- cc) Not to install or fix grills outside the Said Apartment, the designs of which have not been suggested or approved by the Developer or the Association.
- dd) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Apartment or any part of the said _____ tower or cause increased premium to be payable in respect thereof, if the said _____ tower is insured.
- ee) Not to make any structural additions and/or alterations in the Said Apartment.
- ff) Not to use the Said Apartment or permit the same to be used for any purpose whatsoever other than for residential purpose and not to use or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other portions of the Said Premises or to the owners and occupiers of the neighbouring premises.
- gg) Not to use the Said Apartment for any illegal or immoral or as a boarding house, club house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place of for any commercial or industrial activities whatsoever.
- hh) Not to keep in the vehicle parking space, if allotted, anything other than a private medium sized motor car or two wheeler and not to raise or put up any kutcha or pucca construction, grilled wall/ enclosures thereon or any part thereof and to always keep the same open and not to permit any person to stay/dwell or store any articles therein.
- ii) Not to use the allocated vehicle parking space, if any, or permit the same to be used for any other purpose whatsoever other than parking of the Allottee's motor car or two wheeler, as the case may be.
- jj) Not to park or allow his/her/their/its vehicle to be parked in the pathway or open spaces of the Said _____ Portion or the Specified Common Area or any portion thereof or at any other space except the space, if any, allotted to the Allottee.
- kk) To carry out any interior or other works in the Said Apartment only between 9 a.m. to 6 p.m. on working days, it being expressly agreed and understood that since the said _____ tower will comprise of multiple units, the Allottee shall ensure that the work to be carried out by the Allottee shall not cause any annoyance and/or nuisance to the other occupants.

- ll) To use only those common areas as are mentioned in **PARTS-I and II** of the **FIFTH SCHEDULE** hereto, all in common with the other occupiers of the Said _____ Portion and the Said _____ Portion as may be applicable and not to damage, destroy or disfigure any of the utilities and/or facilities nor to use or employ the common areas, common facilities and/ or common utilities in any manner not intended to be used or employed.
- mm) The right of the Allottee shall remain restricted to the Said Apartment And Properties Appurtenant Thereto only and the Allottee shall have no right nor shall claim any right over and in respect of any other covered and/or open spaces, the right or interest over which has not been specifically been granted under this instrument.
- nn) The undivided share in the land comprised in the Said _____ Portion shall always remain impartiable and variable.
- oo) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Apartment in perfect condition and repair so as not to cause any damage to the said _____ tower or to any other space or accommodation therein and to keep the Vendor, the Developer and other occupiers of the said _____ tower indemnified from and against the consequences of any damage arising therefrom.
- pp) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Apartment and/or the said _____ tower save at the place and in the manner expressly permitted in writing by the Developer or the Association, as the case may be.
- qq) Not to affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other units.
- rr) Not to hang or dry any linen or clothes in or upon the windows, balconies and other portions which may be exposed, in a manner such that it may be visible to outsiders.
- ss) The Allottee shall have only the right to use and enjoy the common parts as more specifically mentioned in **PARTS-I and II** of the **FIFTH SCHEDULE** hereto and only the proportionate right and interest in the Said _____ Portion, along with the other co-owners of the _____ Portion and shall not do any act, deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer or the other co-owners.
- tt) Not to claim any right of user/common use or any other right of any nature whatsoever over such areas, which are under the exclusive ownership, control, use and possession of the Developer, who shall be entitled to dispose of and/or deal with the same in such manner and in lieu of such consideration as the Developer may deem fit and proper.

- uu) Not to claim any right of pre-emption or otherwise regarding any of the other apartments and/or any other parts/portions of the Said _____ Portion or the said _____ tower.
- vv) To work in co-ordination with the co-owners of the several other parts and portions of the Said Premises in the common interest of maintaining the complex.
- ww) The complex constructed at the Said Premises shall always be known as “TEENKANYA” and the building where the Said Apartment is situated shall always be known as “_____” and the Allottee shall not be entitled to change such names at any point of time.

- Annexure ‘A’ - FLOOR PLAN OF THE RESPECTIVE FLOOR OF THE RESPECT TOWER WILL BE ENCLOSED.
- Annexure ‘B’ - SPECIFICATIONS OF THE RESPECTIVE APARTMENT ON THE RESPECTIVE TOWER WILL BE ENCLOSED
- Annexure ‘C’ - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

