

:

PALLADINA

FORMAT

OF

RERA BUYERS AGREEMENT

UPDATED

ON

02.09.24

**AGREEMENT FOR SALE****ANNEXURE 'A'**

[See rule 9]

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this \_\_\_\_day of \_\_\_\_\_,20\_\_\_\_.

By and Between

(1) **PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E)** a Company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Front Block, Kolkata - 700105 represented by their Authorised Representative, Sri \_\_\_\_\_,(PAN:\_\_\_\_\_), (Aadhar No.\_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_;

(2) **PKC & ASSOCIATES LLP(PAN AABCP4806B)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 1002, E M Bypass, Front Block, Kolkata - 700105, represented by their Authorised Representative,Sri \_\_\_\_\_ (PAN\_\_\_\_\_) (Aadhar No:\_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(3) **SREOME BUILDERS PRIVATE LIMITED(PAN AA ECS4070M)** a Company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Front Block, Kolkata - 700105, represented by their Authorised Representative , Sri \_\_\_\_\_,(PAN\_\_\_\_\_) (Aadhar No:\_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(4) **PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED(PAN AADCP0842K)** a Company incorporated under the Companies Act, 1956 having its registered office at P-17A, Ashutosh Chowdhury Avenue, Kolkata - 700014 represented by their Authorised Representative, Sri \_\_\_\_\_ (PAN\_\_\_\_\_) (Aadhar No:\_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(5) **SURSARITA TIE UP PRIVATE LIMITED(PAN AALCS0491B)** a Company incorporated under the Companies Act, 1956 having its registered office at P-17A, Ashutosh Chowdhury Avenue, Kolkata - 700014, represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(6) **ANGIRA SALES PRIVATE LIMITED(PAN AAFCA9336B)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(7) **BHUMI VINIMAY PRIVATE LIMITED(PAN AACCB9850C)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) residing at \_\_\_\_\_;

(8) **DEVKRIPA VANIJYA PRIVATE LIMITED(PAN AACCD4722H)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_ residing at \_\_\_\_\_;

All the above Companies hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns) of the **FIRST PART**

AND

**SRIPSK DEVELOPERS LLP. (PAN \_\_\_\_\_)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata - 700 020 represented by its Authorised Representative Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART**:

AND

**[If the Allottee is an individual]**

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

or

**[If the Allottee is the company]**

\_\_\_\_\_ (CIN no. \_\_\_\_\_ ), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at \_\_\_\_\_ (PAN - \_\_\_\_\_ ), represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ ) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the " Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the **THIRD PART:**

[or]

**[If the Allottee is the Partnership Firm or a LLP]**

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

[or]

**[If the Allottee is a HUF]**

Mr..... (PAN 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/ residing at ..... , PAN no. ....) hereinafter referred to as the " Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs , executors, administrators, successor in interest and permitted assigns, ) of the **THIRD PART**:

The owner, the promoter and allottee shall hereinafter collectively be referred to as the "parties " and individually as a "party"

#### **WHEREAS:**

- A. The Owners are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5, and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as **27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation)** in the State of West Bengal (aggregate land measuring 13645.480 square meters) **Part-I of SCHEDULE-A AND DEMARCATED** externally bordered in COLOR \_\_\_\_\_ in a Plan annexed hereto and marked **Annexure-A.** (hereinafter referred to as **the Said Entire Project Land**).
- B. By a Deed of Gift dated 18<sup>th</sup> July, 2014, registered in the Office of the DSR-III, Alipore, South 24 Parganas, recorded in Book No.I, CD Volume No. 13, Pages from 7119 to 7131, Being No. 05695 for the year 2014, the Owners gifted land measuring 20.72 cottah corresponding to 34.25 decimal on a portion of the Said entire complex to the KMC for construction of a access road more fully described in Part-II of SCHEDULE-A hereinafter referred to as **GIFTED LAND**.
- C. The Owners being interested to develop the Said Entire Project Land for setting up a Hotel and Serviced Apartments , executed a Development Agreement alongwith a Power of Attorney dated \_\_\_\_\_ registered in the Office of \_\_\_\_\_, in Book No.I, Volume No.\_\_\_\_\_, Pages \_\_\_\_ to \_\_\_\_\_, Being No.\_\_\_\_\_ for the year \_\_\_\_\_, granting the exclusive right of Development unto and in favor of the Promoter named above.

- D. The Promoter has decided to construct three building blocks wherein the **First Phase will comprise the Service Apartment & the Multi Level Car Parking** and Second Phase will comprise the **Hotel** and both together shall constitute the "Complex" and thereafter market, promote and sell/transfer and otherwise deal with the Service Apartment Units by executing necessary Definitive Agreements. Provided that The Owners /Promoter may purchase further land adjacent to the Said Entire Project land in future and include the same in the Project.
- E. The title Documents of the Owners are more fully described in the **SCHEDULE - G** hereunder;
- F. The First Phase of the Complex will comprise of one **G +31** storied Building having \_\_\_\_\_ nos premium Serviced Apartment Units constructed on land measuring \_\_\_\_ Acres more or less out of the Said Entire Project Land and another Multi-level Car Parking (**MLCP**) Block more fully described in **Part-III of Schedule -A** and hereinafter referred to as the **FIRST PHASE LAND**.
- G. The Second Phase of the Complex shall constitute the **G +10 storied** Hotel and further **on receiving sanction, construction of additional 12(twelve) floors comprising Service Apartments** which will be developed on land measuring \_\_\_\_ Acres more or less **with the benefit and use of the MLCP block** more fully described in Part-IV of Schedule-A and hereinafter referred to as the **SECOND PHASE LAND**. **!**

The Developer is also planning to develop an adjacent plot measuring about 50 decimal where Third Phase of the Project comprising a G+9 storied residential apartment building will be constructed more fully described in Part-V of Schedule - A and hereinafter referred to as **THIRD PHASE LAND**.

The residents of the Third Phase Apartment Building will be entitled to enjoy all the amenities and benefits including Club facilities of the Project

The MLCP block shall, besides being available for use by the occupants of the Service Apartments shall also be available for the beneficial use of parking vehicles of the Hotel and members of the public visiting the hotel, Service apartments and others.

- H (i) The Promoter may enter/will enter into a contract with the Hotel Operator, to operate and manage hotel at the second phase Hotel Block and the Shared Common Portions for an initial term of agreed years from the date of start of the operation of the Hotel. It has been agreed between the parties that the Hotel through the Hotel Owner would provide and/or cause to be provided to the Co-Allottees of the Residences Block the certain paid a-la-carte services such as In-Residence Dining, Housekeeping, Laundry etc. and morefully specified therein and the Hotel Operator would operate manage and maintain the Shared Common Portions on the terms and conditions to be decided.

(ii) For providing the paid a-la-carte services by the Hotel and usage and availing of such services by the Allottee, the parties hereto may enter into, a separate agreement (for brevity's sake hereinafter referred to as "the Paid A-La-Carte Services Agreement") and the Allottee, as a matter of necessity and for the usage and availing of such services from the Hotel by the other Co-allottees in their respective Residences, binds himself

and covenants with the other Co-allottees to observe fulfill and performs the terms and conditions of such agreement.

(iii) The Allottees of the said Serviced Apartment shall be bound by the following disclaimers and conditions to be imposed by the Hotel Operator operating managing and maintaining the Shared Common Portions and the same is reproduced below:

"The Allottee acknowledges that the Hotel and the Residences Block will share usage of the Shared Common Portions. Hotel Operator will be responsible for the operation and maintenance of the Shared Common Portions. The cost of operations of Shared Common Portions will be charged to the Residences Block and the Hotel and each Allottee will be charged with his/her/its fair share of costs of routine operation, inspection and maintenance of the Shared Common Portions and other similar services to the extent shared by or provided for the benefit of the Residences Block and the Hotel. The Co-Allottees will pay the Residences Block's cost of routine services, operation, inspection and maintenance of the Shared Common Portions and other similar services to the extent shared by or provided for the benefit of the Residences Block and the Hotel."

(iv) The Allottee agrees that, in future, if the Promoter appoints any other entity to provide or authorizes the Service Company to cause to provide in the Residence Block paid a-la-carte services or some of such services, the Allottee shall abide by the terms and conditions as be made applicable from time to time by such person or entity or the Service Company for the same and pay the deposits, fees, charges, etc. as be charged by them for providing such paid a-la-carte services or some of such services and sign and execute all necessary documents in connection therewith and likewise, in future, if the Promoter itself operates and maintains or appoints any other entity to do so, the Allottee shall abide by the terms and conditions as be made applicable from time to time by the Promoter Itself or by such entity for the same.

(v) The Allottee further acknowledges agrees and ensures as follows:

- I. the Hotel Operator shall have full authority and right to Install cameras, restricted access devices and security Items in the shared public areas (including passageways) of the Residences Block as Hotel Operator reasonably determines is necessary to preserve the security of the Hotel.
- II. the Hotel Operator shall have full authority to inspect the Residences Block at all reasonable times and after reasonable notice to the Maintenance In-charge to ensure that the fire and life safety systems in the Residences Block meet the standards contained in hotel documents executed between the Promoter and the Hotel Operator.

- III. **the Allottee shall ensure at all times that noise from the Residences Block will not affect the quality or standard of the Hotel or the comfort of Hotel guests.**
- IV. **the Allottee shall ensure that no advertisement or sign for identification of any of the Residences in the Residences Block may be installed, displayed or distributed in the Hotel or distributed to Hotel guests without the Hotel Operator's prior written approval.**
- V. **the HVAC systems for the Residences Block and the Hotel are separate. The utilities (if any) servicing the Residences Block will be separately metered from the Hotel.**

All phases will share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX-A .

- I. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate any future development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Promoter may also create few more facilities in the future development which will also be shared by all the Allottees of the Serviced Apartments.
- J. There is a demarcated internal pathway for use by the Owners and occupiers of the Service Apartments and also for use by the Promoter during the construction of the *Entire Complex* as demarcated in the plan. The Promoter may hand over the usage and easement rights of the passage and the services running alongwith it to the Association of Unit Owners after completion .
- K. The Promoter is thus competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners in the said Land on which Project is to be constructed have been completed;
- L The said Entire Project is /will be registered under RERA phase-wise . The registration no. for the First Phase is \_\_\_\_\_ .
- M. The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- N. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR available for the Entire Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the permissible Ground



Coverage/FAR from phase to phase Apartment/High rise buildings/others can also be built in future/other phases to utilize the FAR.

- O. All The Facilities and Amenities will be mutually shared by **all** the phases of the entire Complex and with the progression of development and registration under RERA of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phase is completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time .
- P. Only the Service Apartment Block will have an Association of Unit Owners in the First Phase/Project. Till such time the Association takes over the entire administration, the Allottees who have taken possession in completed First phase will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities **and club** which is as and when made available for the benefit, use and enjoyment of the Allottees of first phase of the entire complex towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to both the phases. It is further provided that till such time the Association is formed, the Promoter shall act as the Association and on the formation of the Apartment Owners Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

The Maintenance Charges shall be recovered on such estimated basis on monthly, quarterly or at such intervals as may be decided by the Promoter or the Maintenance Company , as the case may be and adjusted against the expenses as determined. The estimates of the Promoter or the Maintenance Company , as the

case may be, shall be final and binding on the Allottee. The Allottee shall pay the maintenance bills before their due dates as will be intimated.

It is further provided that in case of completed phases/Incomplete Phases/Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phase and progressing to the incomplete phase, enjoyment of common facilities etc shall be provided by the Promoter to the Allottees.

Q. The Kolkata Municipal Corporation has sanctioned the Building Plan No. \_\_\_\_\_ dated \_\_\_\_\_ to develop the Entire Complex /phase.

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R. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Promoter in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to First Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable to Service Apartments. Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.

S. The Promoter has also in his registration before RERA Authority disclosed the lay-out plan on the web-site as mandated by the Promoter.

**The Promoter may at its option keep aside a demarcated area in any portion for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.**

T. The Promoter has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Promoter and Allottee accepts the professional

- supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.
- U. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the RERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the Project/First Phase and all other permissions necessary for construction and development of the **First** Phase had applied for a Service Apartment, vide EOI /application No.....dated.....and has been allotted Service Apartment No..... type ....., on .....floor in Building Block No.....("Building") having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share (in the "common areas" of Project/\_\_\_ Phase (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause ( n) of section 2 of the Act working out to a Super Built up area of \_\_\_\_\_ square feet, alongwith exclusive use of the Terrace admeasuring \_\_\_\_\_ Sq.Ft alongwith \_\_\_\_\_ Parking Space **No.\_\_\_\_\_ admeasuring 123.5 square feet ( Car Parking Space)** located on the Multi-level Car Parking Space in the Parking Block *for his own use and not otherwise* as permissible under the applicable law (hereinafter referred to as the "Serviced Apartment,/Unit " as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**);
- V. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter , have been/will be uploaded in the official web-site of the Project under the website of the RERA Authority and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.
- W. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- X. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws , rules , regulations, notifications, etc, applicable to the project and with the further understanding that the Promoter may charge different rates from different allottees for Service Apartment Units , for different

locations, specifications and at different times at the sole discretion of the PROMOTER.;


- Y. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.
- Z. The parties rely on the confirmations, representation and the assurances of each other with particular reference to the **INTERPRETATIONS** of the legalities of this Agreement precisely stated in Clause No.35B hereunder which the Parties agree to faithfully abide by in accordance with the terms, conditions, and stipulation contained in the agreement and all applicable laws and are now willing to enter into this agreement and the Allottee hereby agree to purchase the Service Apartment, alongwith the parking (if applicable) as specified in Para AA on the terms and conditions appearing hereinafter.

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

1. **TERMS**

- 1.1 **SUBJECT TO** Terms and conditions as detailed in this agreement , the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Serviced Apartment as specified in para U above in this agreement.
- 1.2 The price of the Serviced Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (“Apartment price”) (Give break up and description) which includes construction cost of the Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, recovery of the price of land proportionate cost of common area, taxes, maintenance charges . cost of providing electric wiring, electrical connectivity, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detention and firefighting equipment and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project, except for the Additional Outgoings .Breakup and description is more fully described in **SCHEDULE - C** hereunder written.

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	<b>Unit Price:</b> a) Cost of Apartment /unit b) Covered Parking Space c) Height Escalation Charges	[Please specify square feet rate]	[Please specify total]
	TOTAL		
	ADD GST		
	TOTAL PRICE +GST		
B.	<b>EXTRA CHARGES</b> a) Maintenance Charges <b>b) club charges</b> b) Generator c)Transformer Charges d) Legal Charges e) Association formation f) Incidental Charges Grill charges(if opted)		
	Total		
	ADD :GST		
	TOTAL EXTRA CHARGES +GST		
C.	<b>DEPOSITS</b> (i) Maintenance Deposit (ii) Electricity Meter (iii) Sinking Fund		
Total price (in rupees)			

1.2.1 The Demand Notice for payment of Instalments, extras, deposits and other charges by E-Mail or SMS/  *whatsapp/any other means* shall be an accepted

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

Explanation:

- I. The Serviced Apartment Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

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

Schedule-C, EOI(Clause \_\_\_\_\_) and Table-\_\_\_ of Booking Letter together is for the sake of convenience only defined as total price( which includes taxes, extra charges and deposits).

- II. The Total Price includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment /Building or the Project or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC/ Partial CC which shall be included in the total price.

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

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

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

- III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- IV. The Total Price of Apartment (as defined and calculated in Schedule C), includes recovery of proportionate price of land, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and plumbing, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per para 11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in Open/Covered parking(s) (dependent/independent) *if provided in the Agreement as separate addition to Schedule - C.*
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged to the Allottee.

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE- C ("Payment Plan")**.
- 1.5 (a) Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee The Promoter may however allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6 % (six per cent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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



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

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three per cent of the Carpet area of the Apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Unit, as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment/Unit, ;
  - (ii) (a) The Allottee shall also have undivided proportionate variable share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate of the entire Housing Complex (and not Partial Completion Certificate phase-wise) from the Competent Authority as provided in the Act.
  - (iii) That the computation of the price of the Service Apartment includes recovery of price of land, construction of [not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project

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

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment alongwith the open/covered parking (dependent / independent), if allotted/purchased, shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project *except extension of the same Project on adjacent future land/land in the vicinity* and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the entire Housing Project with further future extensions. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the *entire Housing Project/Complex* (with further future extensions) on the land in the vicinity shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972**.

1.10 The Promoter agrees to pay all outgoings before deemed possession of 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(i.e 3 months' from Notice of Possession), including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. Notwithstanding the above, it is provided that in so far as any taxes and levies with regard to the allotted Apartment are concerned the same shall become due and payable by the Allottee from the date of Notice of possession (Possession date).

1.11. 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 booking the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Service Apartment, as prescribed in the Payment Plan as per Schedule - C as may be demanded by the Promoter within the time and in the manner specified therein:

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

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of '.....' payable at \_\_\_\_\_. In case of Cheque payment a process charge of **Rs.2,000/-** plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee. If any dealing officer or staff of the Promoter asks for Cash payment, the Allottee is advised to promptly call and inform directly at +919830040316 or raise your complaint to rna@srijanrealty.in.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

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

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

#### **6. CONSTRUCTION OF THE PROJECT / SERVICE APARTMENT,**

6.1 The Allottee has seen the proposed layout plan, specifications, Amenities and facilities of the Service Apartment, and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Phase-\_\_\_\_/Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to

strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the relevant State laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE SERVICE APARTMENT

7.1 **Schedule for possession of the said Service Apartment, :** The Promoter agrees and understands that timely delivery of possession of the Service Apartment, to the Allottee and the Common Areas to the Association of the Allottees , is the essence of the Agreement. The Promoter assures to hand over possession of the [Service Apartment, /Unit] with all specifications, in place on \_\_\_/\_\_\_/20\_\_with a grace period of six months (**Completion date**) .

PROVIDED THAT In the context of the "Completion Date" stated above , the Applicant is made aware that the Promoter has to make substantial effort and may or may not encounter hurdles which are unforeseen in nature, which may include disruptions caused by litigations , logistic issues, prohibition orders from Pollution or other Govt departments, scarcity of raw material , labour problem, break out of epidemics etc. that may hinder smooth flow of development culminating in the Promoter suffering huge monetary losses due to unavoidable delays which may cause the construction schedule to mis-match with the time schedule for completion. In the unlikely event of such delays the Promoter seeks to insulate the Allottees from suffering the losses by keeping the agreed price intact without any escalation even if prices rise and on the other hand suffers a much bigger brunt of the loss due to additional material price rise due to inflation, interest burden on Project cost(including high land cost).

Although the Promoter makes an earnest effort to complete the Project much ahead of the Completion date mentioned above, by way of abundant caution, the Completion date mentioned may appear to be stretched in order to prevent fines and penalties to buyers being imposed by RERA Authorities for failure to complete the Project within the Completion Date due to unforeseen circumstances.

The Consideration for the Apartment Unit is to be paid in instalments which is construction linked. Keeping in mind the Allottee's interest , the Promoter has decided to keep the Price of the Unit fixed which is not escalable under any circumstances despite increase in construction cost and other cost elements associated with construction. Price of the Apartment also keeps on increasing till the completion of Project and ultimate handover to the Allottee.

The Allottee is also made aware that in a phase comprising several building blocks, upon completion of some of the buildings, on receipt of partial completion certificate possession will be handed over to the Allottees on a clear understanding that all the Facilities and Amenities will take time to complete. In the event a Particular Phase consists of two or more building blocks wherein there will be some amenities in the Building itself and there will be others which will be available only on completion of the entire phase. In such a case as and when a particular building Block is completed the Unit Owners of that Block, upon hand over will be able to enjoy only those facilities which are available in that building and for the rest they will have to wait till completion of the entire phase and/or completion of the entire Complex as the case may be and the Allottee acknowledges this.

Similarly, the Promoter shall execute the Conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise, within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout and such Common areas will be handed over progressively on completion of each phase unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project ("Force Majeure"). The Common Areas of the entire Project shall be completed on the completion of the entire Project and not with completion of the respective phases, However such Common Areas of the Project will get connected on the completion of all the phases of the Project. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Service Apartment, and the same shall **not** include the period of extension given by the Authority for registration,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Promoter will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate/ Partial Completion Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and/or provision of facilities / Amenities may be incomplete.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from

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

It should be noted that the Allottee does not have the liberty to ask for any change in this Agreement . In the event the Allottee does not agree to any clause in this Agreement , he would be free to cancel the booking and take refund of the money paid by him within the stipulated time of 30 days of EOI.

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

## 7.2 PROCEDURE FOR TAKING POSSESSION-

(i) The Promoter, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion Certificate from the Competent Authority shall offer in writing the possession of the Service Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate (Provided that , in the absence of local law in the case of a building or a wing of a building in a layout , the Promoter shall (subject to his right to dispose of the remaining apartments, if any, execute the Conveyance Deed **of the structure of the Unit** in favor of the Allottee within 3 months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be). However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Service Apartment, within 15 (fifteen) days of the written notice . The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate/ completion certificate (notice of possession). The Promoter shall hand over the photocopy of the Completion Certificate of the Project/Block to the Allottee at the time of conveyance of the same.

(ii) If the Common Areas including Constructed Common areas are transferred to the Association at the time of registration of conveyance or Lease of the constructed areas of structure of the building or wing of the building to the Association of Allottees, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Federation on such conveyance or lease or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

**7.3 Failure of Allottee to take the possession of [Service Apartment, /Plot]:**

(i) Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Service Apartment, from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Promoter shall give possession of the Service Apartment, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of amounting to 2% of the total value of Unit per month as Guarding Charges for the period of delay in taking possession.

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

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

**7.5 Cancellation by Allottee-**



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

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

#### **7.6 Compensation-**

(a) The Promoter/Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over *possession of the Unit to the Allottee* and Common areas and the common purposes to the Association of Allottees.

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

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

### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said project/phase Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Promoter shall ensure the Owner's title;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, Project or the Service Apartment, ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Service Apartment, are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Service Apartment, and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Service Apartment, which will, in any manner, encumber the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Service Apartment, to the Allottee in the manner contemplated in this Agreement ;
- (ix) Before or at the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Service Apartment, to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be on completion of the entire project;
- (x) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said project to the competent Authorities till the completion /**Partial completion** certificate has been issued and deemed possession of Serviced Apartment, , plot or building, as the case may be,;

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

All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association as the case may be for providing the services, which are payable under any existing law or enforced under any other enactment in future.

Any other expenses incurred by the Promoter or the Association , as the case may be, in respect of the Project and its Common Portions, not specifically mentioned herein including , but not restricted to, litigation expenses.

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move possession (*obtain completion certificate/Partial Completion certificate*) of the Service Apartment, to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Service Apartment, shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which final Completion /Partial Completion Certificate has been issued by the Competent Authority based on completion of the building with specification in all respect in which the Unit is situated . Construction defects will be rectified by the Promoter for the next 5 years from the date of Partial Completion (Deemed Possession date) and actual physical possession and deemed possession is the same for this purpose..

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

In the above context, the term "Complete in all respects" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is man made and not machine made and there may be minor defects which will keep coming and the same will remain the responsibility of the Promoter to rectify upto 5 Years without further charge as provided in Clause 12 hereunder.

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Service Apartment, , alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement.;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Service Apartment, which shall be paid by the Promoter to the Allottee within 45 days of its becoming due...

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

9.3 The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority

or Government for giving water, electricity or any other service connection to the building in which the Service Apartment, is situated. The Allottee shall be considered under a condition of Default, on the occurrence of the following events: -

- (i) In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per **Schedule - C**, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified herein.
- (ii) In case of Default by Allottee in making payment of either the instalment or the interest or both under the condition listed above continues for a **period more than 30 days from the due date on more than one occasion, the promoter shall give the allottee a written notice stating therein the defaults and calling upon the allottee to rectify/cure the defaults within a period of 15 days from the date of receipt of such notice of the promoter (cure period). If the allottee fails to make the payment (with applicable interest) within the cure period which continues** beyond two consecutive months after the notice from the promoter in this regard and/or refusal or failure to register the Agreement, the promoter shall cancel the allotment of the Service Apartment, in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated .

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

- (iii) Failure of the Allottee to abide by the Development Control Regulations Sanction plan applicable to the area shall also be construed as a default for which the Allottee will be liable .

## **10 CONVEYANCE OF THE SAID SERVICE APARTMENT,**

(i) The promoter on receipt of complete amount of the price of the Service Apartment, as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Service Apartment, together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion /Partial Completion certificate.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Partial/occupancy certificate . However, in case the Allottee fails to deposit the

stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final payment of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies) till the registration is done, the Promoter will not handover physical possession of the Unit to the Allottee even though he remains in deemed possession for the purpose of paying maintenance charges and taxes.

#### **11 MAINTENANCE OF THE SAID BUILDING / SERVICE APARTMENT, / PROJECT**

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

The Allottee shall commence payment of Maintenance Charges to the Promoter after lapse of first three months from the date of Partial Completion Certificate of the respective Building Block and shall continue to pay till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Promoter; the Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals. Once the Association is formed and the said project is handed over to the Association the Allottee shall start payment of Maintenance Charges to the Association.

Some of the Common expenses mentioned herein may be common to all the Allottee or only to those of the particular Unitas be decided by the Promoter or the Association, as the case may be.

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

- A.(i) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the

Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions (of the Allottee or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level (The table of Tolerance level is appended in Part B of SCHEDULE - D) allowed as per IS code will be acceptable to the Allottee. If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee.

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

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

**14. RIGHT TO ENTER THE SERVICE APARTMENT, FOR REPAIRS**

The Promoter/ Maintenance agency/ association of allottees shall have rights of unrestricted access of all Residential Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Serviced 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 Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service

rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans or requirement of the Project. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned and allotted for that sanctioned purpose to any Allottee.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE SERVICED APARTMENT, :**

16.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Serviced Apartment/unit, at his/ her own cost, in good repair and condition including periodic painting of the exterior on all sides. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the building, or the Service 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 Serviced Apartment, and keep the Service Apartment, , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized and shall not cause any change to the colour, design of the elevation /exterior.

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

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



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

Periodic test of Electrical installations including wiring and also by Chartered Engineer shall be carried out at interval of every 2 years and also after possession and at the time of possession by the Maintenance In Charge/ Association for ensuring safety and this is very much mandatory keeping the safety of the Complex as a whole in mind.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Parties are entering into this agreement for the allotment of a Service Apartment, with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this phase 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 Service Apartment, , all the requirements, requisitions, demands and repairs which are required by any competent authority/as per Association of allottees in respect of the Service Apartment, at his/ her own cost.

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

#### **18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Phase after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed..

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

## **20. WEST BENGAL APARTMENT, OWNERSHIP ACT**

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

## **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allotte(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Allotees of the Serviced Apartment, , in case of a transfer, as the said obligations go along with the Serviced Apartment, for all intents and purpose.

## **25. WAIVER NOT A LIMITATION TO ENFORCE**

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

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

## **26. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area/built-up area of the Serviced Apartment, bears to the total carpet area/built-up area of all the Serviced Apartment, in the project/ entire Complex/ Future Extensions in the Project..

## **28. FURTHER ASSURANCES**

All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 29. PLACE OF EXECUTION

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

## 30. NOTICES

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

### **(i) For Allottee**

\_\_\_\_\_  
\_\_\_\_\_

### **(ii) For Promoter**

Mr. \_\_\_\_\_

36/1A, Elgin Road, P.O.Lala Lajpat Rai Sarani, P.S Bhowanipore, Kolkata - 700020

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

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

## 31. JOINT ALLOTTEES

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

### 32. GOVERNING LAW

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

### 33. DISPUTE RESOLUTION

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties including those relating to common purposes of the **Housing** Complex,, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. *Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

### 35. DEFINITIONS

(i) "Act" means the Real Estate(Regulation & Development) Act, 2016;

"Rules" means the West Bengal Housing Real Estate (Regulation andDevelopment Rules 2021;

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

"Section" means a section of the Act.

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

(iii) **ALLOTMENT / BOOKING/AGREEMENT FOR SALE**- shall mean the provisional Booking letter,(EOI) and/or this Agreement for sale of the Serviced Apartment, .

(iv) **ASSOCIATION OF ALLOTTEES** means a collective body of the allottees of a real estate project , by whatever named called , registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottees.

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

(vi) **BLOCK/TOWER** shall mean the two building blocks in the first phase wherein one tower consisting of Ground plus\_\_\_\_\_ floors constituting residential Service apartments and the other block consisting Multi-level Car Parking and the Second Phase constituting the Hotel Block and shall include any other structure constructed by the Promoter at portions of the Said Premises.

(a) **Serviced Apartment Block shall mean the Building named "PALLADINA" consisting of Ground plus upper floors and include the Apartment Block Common Portions.**

(b) **Hotel Block in the Second Phase shall mean the Building excepting the Residences Block and its common areas.**

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

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

(ix) **COMMON MAINTENANCE EXPENSES** shall mean the costs, charges and expenses operation, maintenance and management of the Residences Block Common Portions and the other Common Purposes and include those mentioned in the **SCHEDULE- L** hereto :

(xi) **SHARED PORTIONS COMMON EXPENSES** shall mean the costs and expenses for operation maintenance and management of the Shared Common Portions more fully described in **PART-II of SCHEDULE-E**

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

(xiii) **HOTEL** shall mean the Hotel Block which is part of Phase-2.

(xiv) **HOTEL OPERATOR** shall mean any hotel operator to be appointed by the Propromoter in future.

(xii) **RESIDENCES BLOCK COMMON PORTIONS** shall mean the areas, installations and facilities in and in respect of the Residences Block as mentioned in **PART- I of SCHEDULE -E** hereunder for usage and enjoyment of the Residences Block.

(xiii) **SHARED COMMON PORTIONS** shall mean the areas, equipments and facilities as mentioned in **PART-II of SCHEDULE-E**.

(xiv) **CLUB** shall mean any recreation and other facilities constructed for the use of the purchasers of the units in the Project as committed in Schedule- E

which shall be set up as part of the entire Housing Complex comprising of this Phase and all the other phases.

- (xv) **FSI OR FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.
- (xvi) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE - F**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment, Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.
- (xvii) **PROJECT** shall mean the Project with RERA registration number as stated in Annexure -D.
- (xviii) **PARKING SPACE FOR RESIDENCES BLOCK** shall mean the portion of the Block containing Multi storied Car Parking Spaces dedicated for the Residence Owners in the Serviced Apartment Block and also include few spaces for Parking Visitors Cars .
- (xix) **PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

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

- (xx) **PHASE** of a Real Estate Project means a phase of the entire complex which may consist of a building or a wing of the building in case of building with



multiple wings or defined number of floors in a multistoreyed building/wing.

(xxi) **RESIDENCES** shall mean the Serviced Apartments in the Serviced Apartments Block.

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

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

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

(xxv) **SERVICE COMPANY** shall mean a Non-Profit making Company to be incorporated under the provisions of the Companies Act 2013 by the Promoter with the objects of and for carrying out the acts relating Common Purposes for the common benefit of the Co-Allottees.

(xxvi) **SAID SERVICED RESIDENCE** shall mean the Residence Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Residences Block morefully described in SCHEDULE- B.

(xxv) RETICULATED GAS CONNECTION ( Residential) : Reticulated cooking gas supply through a specially installed network of pipes may be given if decided by BUILDER at any stage and if the same is made available then each unit will be provided with a single point gas connection in the kitchen and it is mandatory for all Allottees to accept the facility at extra charges ( on actual cost plus 15% profit to Builder as Service Charges

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

<u>SL. NO</u>	<u>SUBJECT</u>	<u>CLAUSE</u>
<u>1</u>	<u>GST ON MAINTENANCE</u>	<i>All Unit Owners(Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills. .</i>
<u>2.</u>	<u>INDIRECT TAXES AND LEVIES</u>	<i>The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever(present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit(if any) earned from the development and sale to the Allottee shall be borne by the Promoter.</i>
<u>3.</u>	<u>POSSESSION AFTER COMPLETION</u>	<i>After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue</i>

		<p><i>Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 15<sup>th</sup> day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the flat on or within 15 days from the date of Notice of possession guarding charges will be applicable and also Property Tax.</i></p> <p><i>The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting Physical possession (then already in deemed possession) by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any minor defect the Promoter will rectify it . The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying physical possession. If the Unit Owner himself wants to get the work done he can give prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat . If he does not do so it will be deemed that he has taken physical possession also.</i></p> <p><i>If the Allottee has requested for some extra work /modification and Promoter has agreed to complete such work , completion of this work will not be necessary for taking possession of the Flat and the Builder will do</i></p>
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		<p><i>such work only after possession is taken by the Allottee or even if promoter is doing such work at the request of the allottee, the allottee will be considered under physical possession.</i></p> <p><i>The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</i></p> <p><i>if any problems are faced by Allottee after receiving hand over of possession he may please contact with Facility Manager (Mobile no..... &amp; Mail id .....). If problem is not solved the issue may be escalated to the project in charge (Mobile no..... &amp; Mail id ..... ) or project's director (Mobile No..... &amp; Mail id ..... )</i></p>
4	<u>NORMAL WEAR AND TEAR</u>	<p><i>It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are man made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of</i></p>

		<i>minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</i>
<u>5</u>	<u>ADDL CONSTRUCTION IN APARTMENTS</u>	<i>No Additional Construction on the exterior of Buildings or serviced apartment is permissible. No internal changes allowed and Allottees cannot request Promoter for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re-sanction without which we will not get the completion certificate (CC).</i>
<u>6.</u>	<u>RETAINED AREA OF THE PROMOTER</u>	<i>The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.</i>
<u>7.</u>	<u>PHASE-WISE FACILITIES AND AMENITIES</u>	<i>In large projects the provision of various Facilities and Amenities will be phase-wise. In some cases provisioning of all Facilities may take several years. While some Facilities</i>

		<p><i>may be provided in the initial phase there may be others which will come as the construction of the Complex progresses to subsequent phases.</i></p> <p><i>Sometimes the Promoter may later decide to provide some additional Facilities or add installations which were not earlier planned. In such cases the Allottees shall not object on the ground that the Common expenses may increase. There can also be a situation where due to adverse market condition the Promoter is forced to abandon a subsequent phase . In such cases also the Allottees shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</i></p> <p><i>The Allottee shall not have any manner of right , title or interest in respect of the specified facilities , save and except the right to use and enjoy and /receive certain common services off/from the said specified facilities , subject to the timely payment of the Maintenance Charges.</i></p> <p><i>COMMON AREA can be used for jogging, playing, visitor parking, drop off/temporary parking etc as may be decided by the Maintenance In charge /Promoter/Association.</i></p>
8.	<p><u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u></p>	<p><i>if Allottee wants to know the construction status of the project please visit Project website for the update. The details to access the same is given below :</i></p> <p><i>Click on the link <a href="http://www.srijanrealty.com/">www.srijanrealty.com/</a></i></p> <p><i>Login id: Your registered email id</i></p> <p><i>password:123/321 etc</i></p> <p><i>If Allottee needs any construction, site or possession related information he may kindly</i></p>

		<p><i>get in touch with customer care.</i></p> <p><i>The steps to view the construction status is as under:</i></p> <p><i>Projects&gt;Ongoing&gt;Residential&gt;Location&gt;Project Name&gt;Construction Progress</i></p> <p><i>Your Customer Care Executive is:</i></p> <p><i>Name:</i></p> <p><i>EMAIL:</i></p> <p><i>Contact No:</i></p>
<u>9.</u>	<u>CHANGE IN ALLOTMENT</u>	<p><i>If Allottee wants to change his allotted Apartment and shift to another he has to first cancel the present allotment and Re-book a new flat which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.</i></p>
<u>10.</u>	<u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u>	<p><i>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by us.</i></p> <p><i>(ii) that the Common Expenses shall not include the costs charges and expenses of capital nature incurred or likely to be incurred for repairs, replacements, renovations, repainting of the Residences Block and/or the Residences Block Common Portions and such costs charges and expenses of capital nature shall be borne paid and separately shared by the allottee and the other Co-allottees proportionately.</i></p> <p><i>(b) Upon the Promoter deciding to charge</i></p>

		<p><i>and charging the costs and expenses of operation maintenance and management of the Shared Common Portions separately the Allottee agrees and binds himself to bear and pay proportionate share of the Shared Portions Common Expenses attributable to the Residences Block separately notwithstanding the obligations of the Allottee saying the charges for electricity consumed in and for the said Serviced Residence mentioned below. It is, however, clarified as follows:</i></p> <p><i>(i) that the cost of operations and maintenance of Shared Common Portions will be charged to the Residences Block and the Hotel and each will be charged with its fair share of costs of routine services, operation, inspection and maintenance of the Shared Common Portions and other similar services to the extent shared by or provided for the benefit of the Residences Block and the Hotel.</i></p> <p><i>(ii) that proportionate share of the Shared Portions Common Expenses attributable to the Residences Block mentioned above do not include the costs charges and expenses incurred or likely to be incurred for the repairs and replacements of the Shared Common Portions and such costs charges and expenses shall be shared between the Hotel Block and the Residences Block on the basis of usage or consumption and on a fair and reasonable basis. The share of such costs charges and expenses attributable to the Residences Block shall be borne and paid by the Allottees proportionately.</i></p> <p><i>The charges for electricity consumed in and for the said Serviced Residence (including any applicable minimum charges) plus transmission and distribution loss fixed from time to time at such percentage of the actual billing of charges of electricity as may be decided by Promoter or its authorised entity as per the reading of the electric</i></p>
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		<p><i>sub- meter provided therefor</i></p> <p><i>The charges for consumption of power-in the said Serviced Residence during power failure from the Diesel Generator Sets. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of operations maintenance and management of the HSD Yard and shall be billed on the Allottee on the basis of the power consumed by the Allottee in the said Serviced Residence during power failure as per the reading of the meter provided therefor.</i></p> <p><i>The charges for cooking gas consumed in the said Serviced Residence from the Gas Bank Plant/Unit on the basis of the meter reading shown in the BTU Meter, if provided therefor.</i></p> <p><i>The charges for consumption of water in the said Serviced Residence as per reading in the water meter, if provided therefor;</i></p> <p><i>The charges for any other utilities consumed or services or facilities availed by the allottee and/or attributable and/or relatable to the said Serviced Residence against demands made by the concerned authorities and/or the Maintenance In-charge.</i></p> <p><i>The Allottee shall also be liable to pay applicable Goods and Service Tax and/or other taxes which are now or hereafter become payable on the charges and expenses mentioned herein.</i></p> <p><i>Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the said Serviced Residence directly to the Kolkata Municipal Corporation or the concerned authority Provided That so long as the said Serviced Residence is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the</i></p>
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		<p><i>proportionate share of all such rates and taxes assessed on the said Premises.</i></p> <p><i>Goods and Service Tax and all other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies, by any name called, under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Serviced Residence and transfer of the Residences in the Residences Block and the same shall be paid by the allottee wholly in case the same relates to the said Serviced Residence and proportionately in case the same relates to the Residences Block or any part thereof.</i></p> <p><i>All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings wholly or proportionately as the case may be.</i></p> <p><i>It is clarified that the maintenance charges towards Common Expenses and proportionate share of the Shared Portions Common Expenses attributable to the Residences Block shall be paid by the allottee irrespective of whether or not the allottee uses or is able to use all or any of the Residences Block Common Portions or avails services facilities and amenities of and from the Shared Common Portions and any non user or non requirement in respect of any common areas Installations services facilities or amenities shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the allottee in respect of such maintenance charges and proportionate Common Expenses and proportionate Shared Portions Common Expenses attributable to the Residences Block.</i></p>
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		<p><i>All payments payable to the Promoter or the Maintenance In-charge and mentioned herein shall, in case the same be monthly payments, be made to the Promoter or the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the allottee or in the letter box in the ground floor earmarked for the said Serviced Residence and without any delay, demur or default. Any discrepancy or dispute that the allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the allottee owing thereto.</i></p> <p><i>2.3 Any amount payable by the allottee directly to any authority shall always be paid by the allottee within the stipulated due date in respect thereof.</i></p> <p><i>It is very pertinent to note that the Promoter shall always endeavour at the additional cost to allottees to adopt ways and means to minimize the cost of maintenance by ensuring that lighting of the common areas is effected by solar power; auto irrigation of the landscaped area; adopting access control and implementing CC TV ; sensor based boundary wall with boom barriers; Main gate security; Auto-pump and automatic DG facility etc. and all these measures directly resulting in lowering of maintenance cost . All these charges will be provided from Sinking Fund if not provided by the Promoter as part of the Facilities separately and specifically</i></p> <p><i>Further, the charges for enjoying club facilities and receipts from visitor's parking will be collected and thereafter credited to the Maintenance Account to further reduce the incidence of cost and make it self-sustainable.</i></p>
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11.	<u>RUBBISH THROWN FROM HIGHER FLOORS</u>	<p><i>Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit</i></p>

		<i>Owners in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below . Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mishappenings.</i>
<u>12.</u>	<u>UTILIZATION OF FLAT BY PROMOTER BEFORE CC</u>	<i>During construction, the Promoter shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used flat.</i>
<u>13.</u>	<u>DAMAGE</u>	<p><i>In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Promoter remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or consequential damages or losses. which has occured due to act or omission or misuse of the Allottee / his agent.</i></p> <p><i>Besides the above , in order to retain the fitness, appearance and aesthetics of the Building blocks it will be a mandatory responsibility cast on the Association/Promoter to do structural repair and color painting of the exterior of the Building blocks at interval of every five years/or as may be required time to time by utilizing the accretions to the Sinking Fund/Maintenance Deposit which will be formed out of collections @ 20% more than the normal Maintenance Charges every month and invested in F.D.</i></p>
<u>14.</u>	<u>AVOID FRIVOLOUS COMPLAINTS</u>	<i>In case the Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Unit on the floor below the</i>

		<p><i>Allottee will be expected to bear with the same over a reasonable time till return of the Unit Owner of the Unit above. If the Owner above is not cooperating we may force open the door to rectify the defect and again repair the door at the cost of the Association. If the Owner of the lower flat is also not available we can follow the same procedure to prevent continuous leakage of water.</i></p> <p><i>If the Allottee of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to false ceiling or other damage if any done shall be compensated by the Allottee causing such damage.</i></p>
<u>15.</u>	<u>HANDLING OF FURNITURE AND OTHER OBJECTS</u>	<p><i>The Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Owner that he undertakes to repair the lift if any damage is caused.</i></p> <p><i>Secondly, while making furniture , fixture or affixing anything within the Unit if any damage is caused to the floor or the wall the Promoter will not be responsible. That is why it is advised that the Allottee should check whether there is any dampness or cracks prior to embarking on these work. Oterwise Promoter will not be liable to rectify any defect.</i></p>
<u>16.</u>	<u>SPACE OVER PODIUM</u>	<p><i>It is clearly to be understood that the space over a podium for all intents and purposes shall be part of open area as defined and communicated in any marketing communication and not to be treated as</i></p>

		<i>covered .</i>
<u>17.</u>	<u>PLACEMENT OF DG, TRANSFORMERS ETC</u>	<i>Placement of Transformers, DG, air-conditioners etc. shall be done as per the advise of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.</i>
<u>18.</u>	<u>MUNICIPAL WATER</u>	<i>It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.</i>
<u>19.</u>	<u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u>	<i>The Agreement entered into by and between the Promoter and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Promoter, is to be ignored completely.</i>
<u>20.</u>	<u>PAYMENT OF INTEREST MANDATORY</u>	<p><i>In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Promoter fails to give possession at the mentioned time, the Promoter will also pay interest at the said rate. The Allottees are advised not to seek interest waiver as the Promoter follows a strict policy and If there is any issue with regard to the calculation mistake please intimate the same and the Promoter will look into the same and rectify.</i></p> <p><i>You cannot get interest waiver since we also have to pay interest to the bank for construction loan and we also have to pay you interest due to delay in possession so we will not be able to waive off interest if levied in your account due to late payment.</i></p> <p><i>The Allottee agrees to pay to the Promoter interest on all amounts including the Total</i></p>

		<i>consideration or any part thereof payable by the Allottee to the Promoter under the terms of this Agreement from the date of said amount becoming due and payable by the Allottee till the date of realization of such payment. The Allottee confirms that the payment of interest by the Allottee shall be without prejudice to the other rights and remedies of the Promoter and shall not constitute a waiver of the same.</i>
21	<u>INSTALLATIONS</u>	<i>Installations such as WTP /STP/ Septic Tank, Garbage vat etc will be positioned within the Complex as per the advise, plan and design of the Architect / Consultant. If the Unit Owners are in disagreement with the positioning of the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be the final decision shall be acceptable to all Residents/ association. If any changes are required to be made, the additional cost will become part of common expenses.</i>
22.	<u>QUALITY OF WATER SUPPLY</u>	<i>The Promoter shall confirm the quality of the water supplied to the entire complex and obtain Water test report certifying that the water supplied to be of good potable quality and following such test report nobody shall question the quality of water.</i>
23.	<u>MUTATION AND ELECTRICITY METER</u>	<i>The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of 15(fifteen) days from the date of possession and shall keep the Owners and the Promoter indemnified against any loss , claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non fulfillment and/or non observance of this obligation by the Allottee.</i>  <b>THE FOLLOWING SOP IS PRESCRIBED</b>



		<p><b>FOR COMPLETION OF MUTATION.</b></p> <ol style="list-style-type: none"> <li>1. <i>Property Tax equivalent to 12 months will be collected from Allottees at the time of giving possession and the said amount of Deposit will be invested in FD and the interest earned therefrom will be passed on to the respective Allottees. If any liability of Property Tax arises then the same shall be deducted from the said Deposit amount.</i></li> <li>2. <i>After obtaining Completion certificate(CC) from the Municipal authorities, assessment of property will be done and simultaneously execution and registration of Deed of Conveyance of the Units of each flat owner will be done and immediately the flat owners will have to start making payment of the Property Tax with regard to their respective Units.</i></li> <li>3. <i>Development Charges/Mutation fees on actual basis has to be deposited with the Developer/Promoter by every Allottee before getting the Deed of Conveyance registered which is now @ 0 .50% of the IGR value of the deed. Allottees will have to pay Tax on and from the date of CC.</i></li> <li>4. <i>Mutation process will start after three month from the date of CC. For the Allottees whose Deed of conveyance is already done. For other Buyers/Allottees mutation will be done at the time of/or after collecting the deed of conveyance from the Registry office.</i></li> <li>5. <i>After completing the mutation of the Unit the Developer/Promoter will recalculate the Property Tax liability whereafter the balance amount of the Deposit will be refunded to the Allottee.</i></li> <li>6. <i>There will be a charge of Rs. 5000/- payable</i></li> </ol>
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		<p>by the Allottee to the Promoter for completing the mutation process.</p> <p><i>Mutation of the Unit and obtaining electricity meter shall be the absolute responsibility of the Unit Owner and if required, the Promoter will only have an advisory role. The Promoter may appoint a consultant at reasonable cost to help the Unit Owners in these matters.</i></p> <p><b>(i) <u>For Electricity Connection</u></b></p> <p><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for Electricity Connection process, this details will be given/are given below:</i></p> <p><i>Contact Person's Name:</i></p> <p><i>Contact Person's Phone no.</i></p> <p><i>Contact person's Email Id:</i></p> <p><i>Otherwise Allottees can follow the below mentioned process-</i></p> <p><i>Step - 1: To obtain the copy of the Possession letter of the Flat from the Promoter.</i></p> <p><i>Step - 2: Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</i></p> <p><i>Step - 3: Allottee needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Flat and necessary fees to the Electricity office.</i></p> <p><i>Step - 4: Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</i></p> <p><i>Step - 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity</i></p>
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		<p>office.</p> <p><b>(ii) <u>For Mutation</u></b></p> <p><i>How will the mutation of flat be done?</i></p> <p><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for mutation process, this details are will be given below::</i></p> <p><i>Contact person's Name:</i></p> <p><i>Contact person's Phone no:</i></p> <p><i>Contact person's Email Id:</i></p> <p><i>Otherwise flat owners / buyer's can be follow the below mentioned process -</i></p> <ul style="list-style-type: none"> <li><i>· Step - 1: To obtain the Completion Certificate of the particular block from the Promoter.</i></li> <li><i>· Step - 2: Allottees to intimate to KMC / Municipality about the details of Promoter.</i></li> <li><i>· Step - 3: KMC / Municipality will issue the Tax liability invoice</i></li> <li><i>· Step - 4: Allottee to clear the demand and get the NOC from KMC / Municipality.</i></li> <li><i>· Step - 5: Allottee to get his unit Conveyance Deed.</i></li> <li><i>· Step - 6: Owner to apply the mutation at KMC / Municipality along with copy of Deed and NOC for Tax with fees.</i></li> <li><i>· Step - 7: On the hearing date Allottee to be present with original documents for Mutation at KMC / Municipality.</i></li> </ul>
24	<b><u>DELAY IN SUPPLY OF ELECTRICAL POWER</u></b>	<i>Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex. In case of such</i>

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

		<i>safe and stable despite cracks on non structural areas. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall &amp; RCC frame structure.</i>
26.	<u>NAME OF THE COMPLEX</u>	<i>In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the Complex . In such cases the Unit Owners shall not object to change of name.  The Allottee agrees and undertakes to cause the Association to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Promoter.</i>
27	<u>RESTRICTED USE OF PROMOTERS NAME/MARK</u>	<i>The Allottee shall not use the name/mark of the Promoter in any form or manner , in any medium (real or virtual) , for any purpose or reason , save and except for the purpose of address of the Apartment and if the Allottee does so the Allottee shall be liable to pay damages to also Promoter and shall further be liable for prosecution for use of such mark of the Promoter</i>
28	<u>BOUNDARY WALL</u>	<i>The Promoter will provide a well constructed Boundary encircling the entire Complex. Additional request from Unit Owners for affixing barbed wire on top of the Boundary wall will not be entertained by the Promoter as it affects the aesthetics. If the Association wants to affix the barbed wire it may do so at its cost.</i>
29	<u>CC TV</u>	<i>Only the Ground Floor common area lobby will be under CC TV surveillance. CC TV will not be provided in the upper floors.</i>

30	<u>MAINTENANCE SOP</u>	<p>(a) The Promoter shall cause to be incorporated a Service Company with the main object of and for carrying out the acts relating to the Common Purposes for the common benefits of the Co-Allottees .The Allottee agrees covenants and binds himself (i) to become a shareholder/member of the Service Company and to purchase proportionate number of equity shares of the Service Company at face value from the Promoter, (ii) not to sell such equity shares independent of and without assigning its freehold interest in the said Serviced Apartment or vice versa, (ii) to abide by all the rules regulations restrictions and bye-laws as made applicable from time to time by the Promoter and/or the Service Company for the Common Purposes and (iv) to sign and execute all papers, documents and applications for becoming a shareholder/member of the Service Company.</p> <p>(b) The voting rights of the Allottee in the Service Company and also in all matters related to the Common Purposes connected with the Residences shall be in the proportion of his shareholding in the Service Company.</p>
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C. USEFUL INSTRUCTIONS TO THE ALLOTTEE

<u>ISSUE OF MONEY RECEIPT</u>	<p><i>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email at Promoter's email ID <a href="mailto:Collection@srijanrealty.in">Collection@srijanrealty.in</a> and also through SMS otherwise Promoter will not be able to know from whom the payment was received and the system will continue to show outstanding against Allottee's name.</i></p> <p><i>Once any amount paid by the Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 10 working days, he/she can send EMAIL to <a href="mailto:Collection@srijanrealty.in">Collection@srijanrealty.in</a></i></p>
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	<p><i>with cc to concerned Post Sales Executive. Money Receipt will be sent by Email as well as uploaded on Customer Portal. You can access Money Receipts/Demands/Ledger Statements/Interest(if any)through the Srijan Portal. All the above information can be downloaded .</i></p> <p><i>The Account detail of the Allottee can be accessed through the Srijan Portal by clicking on the link:</i></p> <p><i><a href="http://mysrijan.srijanrealty.com">http://mysrijan.srijanrealty.com</a></i></p> <p><i>Login id: your registered email id</i></p> <p><i>Default Password:123/321(you can change your password as you like.</i></p>
<p><b><u>FIRST DEMAND LETTER</u></b></p>	<p><i>The First Demand letter will accompany the Booking Letter and you receive both together. We will send subsequent demand according to our construction done as we follow construction linked plan and demand is raised once the work is completed.</i></p> <p><i>Under construction block should not be visited ideally due to Safety Hazards. For construction update please visit our website or get in touch with the customer care executive at site.</i></p>
<p><b><u>DOCUMENTS REQD FOR BANK LOAN</u></b></p>	<p><i>The following documents will be required by the Allottee for obtaining Bank Loan:</i></p> <ul style="list-style-type: none"> <li><i>(i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter.</i></li> <li><i>(ii) No Objection Certificate of the Promoter;(to get the NOC contact Post Sales Executive)</i></li> <li><i>(iii) Booking Letter;</i></li> <li><i>(iv)Sale Agreement;</i></li> <li><i>(v)Demand Letter;</i></li> <li><i>(vi)Money Receipts.</i></li> </ul>
<p><b><u>CONFIRMATION OF PAYMENT BY EMAIL</u></b></p>	<p><i>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to our email ID <a href="mailto:collection@srijanrealty.com">collection@srijanrealty.com</a> and also through SMS to Mobile No of the concerned Post Sales Executive to enable the Promoter to know from whom the payment</i></p>

	<i>was received.</i>
<u>DEPOSIT OF TDS CERTIFICATE</u>	<i>Whenever the Allottee deposits the TDS please mail the TDS certificate and challan to collection@srijanrealty.com with a copy to the concerned Post Sales Executive, otherwise the TDS payment done by the Allottee will not be reflected in the Promoter's account. After sending the details wait for 10 working days to get the same reflected in Promoter's accounts and check in construction portal for credit against your A/C.</i>
<u>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</u>	<p><i>It shall be the responsibility of the Purchaser to immediately , after the execution of this Agreement , at his own cost and expense , lodge the same for the registration with the relevant Sub-registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Promoter to attend the Office of the Sub-Registrar of Assurances and admit execution thereof . The Promoter may extend assistance/co-operation for the registration of of this Agreement at the cost and expense of the Purchaser . However the Company shall not be responsible or liable for any delay or default in such matter.</i></p> <p><i>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</i></p> <p><i>At the time of registration of Agreement the Allottee has to pay 2% of the consideration value or as per query sheet.</i></p> <p><i>Registration of Agreement can be done after Allottee has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Promoter will provide the calculated amount.</i></p> <p><i>Once Allottee's 10% payment is clear Promoter will give the query sheet to the Allottee and also provide a govt. link with the payment procedure through mail</i></p>



	<p><i>for the registration and payment.</i></p> <p><i>In case if Allottee does not have net banking Promoter will send the Unpaid challan to the Allottee to make the payment. Then the Allottee will be able to make payment by the said Challan to his/her bank or cash . E-challan will be generated after 72 hours. Only after that Registration can be done.</i></p>
<u>REGISTRATION</u>	<p><i>All the applicants need to be present physically at Promoter's Post Sales Office at the time of Registration.</i></p> <p><i>The Allottee(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar card and 4 pass port size photo at the time of registration;</i></p> <p><i>The registration of the Agreement will be done within 15 days of booking ;</i></p> <p><i>The Allottee will get the Sale agreement within 15 days after registration;</i></p> <p><i>Incidental charge is for Registration expense and administration expenses .</i></p>
<u>COPIES OF ALL LEGAL DOCUMENTS</u>	<p><i>All legal documents are uploaded on RERA website. The Allottee can take the print out of all legal documents from RERA website by following the path as detailed below</i></p> <p><i>Please visit <a href="https://hira.wb.gov.in">https://hira.wb.gov.in</a> → Registered project → all district/any district → Project name open the project to see all documents.</i></p> <p><i>The Allottee can also get the hardcopy of the total legal set from post sales office on paying the actual photocopy charges for the same.</i></p>
<u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO</u>	<p><i>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having no</i></p>

<u>BE VALID</u>	<i>material consequence.</i>
<u>MEETING WITH POST SALES EXECUTIVE</u>	<p><i>The Allottee is advised to take prior appointment with the Post Sales Executive before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Allottee. The meeting time with the executive is 10 AM to 6 PM. Monday to Friday. Address of Promoter's Post Sales Office is :</i></p> <p>_____.</p> <p><i>Your Customer Care Executive is:</i></p> <p><i>Name:</i></p> <p><i>EMAIL:</i></p> <p><i>Contact No:</i></p>

#### **D. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

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

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

- connection with this Agreement or any other documents entered into under or in connection with this Agreement , will constitute private and commercial acts done and performed for private and commercial purposes.
- (v) The Allottee has the financial and other resources , to meet and comply with all his /her/its obligations under this Agreement , punctually and in a timely manner and that the Allottee , has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.
- (vi) The Allottee shall observe , perform and fulfil the covenants, stipulations , restrictions and obligations required to be performed by the Allottee hereunder. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas of Frontyard and Backyard shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
- (vii) The Allottee agrees and confirms that the Promoter may fix an amount as 'liquidated damages' which the Allottee will be liable to pay if he causes any damage to the construction by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be suffered by the Promoter. The liquidated damages is also arrived at having regard to the cost of construction , the cost of funds, raised by the Promoter , the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- (viii) Save and except the information /disclosure contained herein the Allottee confirms and undertakes not to make any claim against Promoter or seek cancellation of the Apartment/Unit or refund of the monies paid by the Allottee by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- (ix) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment and/or Car Parking space by concerned Authorities due to non payment by the Allottee of any taxes /outgoings etc payable to the concerned Authorities .
- (x) The Allottee accepts the architect's certification of Covered space ,common architecture + furniture layout + toilet layout and will not raise any issue as such.

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

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

1.2.2 Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Allottee and the Purchaser agrees to make payment accordingly. It shall not be obligatory on the part of the Promoter to send reminders regarding the payment to be made by the Purchaser as per the payment schedule mentioned herein.

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

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

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

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

- (b) The Promoter may make such minor changes, additions or alterations in the

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

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

39. **After Clause 1.8(iv) four new Clauses (v) (vi) , (vii ) and (viii) added as follows:**

(v) There are certain Shared Common Portions at the said Premised as specified in Part-II of the Schedule-E and the Allottee acknowledges that the Hotel and the Residences Block will share usage of the same. The Allottee shall have the right of usage of the Shared Common Portions in common as contemplated herein.

(vi) The Shared Common Portions shall be operated and maintained by the Hotel Operator during the term of the engagement of the Hotel Operator to operate and manage the Hotel or sooner determination thereof and thereafter by the Promoter and/or any one or more entities appointed by the Promoter for such purposes.

(vii) The Allottee agrees and covenants to bear and pay to the Promoter his share of the Shared Portions Common Expenses with effect from the Possession Date as mentioned herein.

(viii) As a matter of necessity, the Allottee in using and enjoying the said Serviced Residence, binds himself and covenants with the other Co-allottees and the Maintenance In-Charge to use in so far as the Residence Block Common Portions are concerned in common with the other Co-Allottees of the Residence Block. The Promoter and persons authorized by the Promoter and in so far as the Shared Common Portions are concerned in common with the Promoter, the Hotel Operator etc and to observe fulfil and perform the rules regulations obligations

covenants and restrictions framed and made applicable from time to time , by the Promoter and/or the Hotel Operator in so far as the Shared Common Portions are concerned, for quite and peaceful use and enjoyment and management of he Residence Block.:-

40. After Clause 1.9 to add new Clause 1.9.1

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

41. Under Clause 1 to be inserted after Clause 1.11 as a Clause 1.12

**FOR FORMAT**

**SECURITIZATION OF TOTAL CONSIDERATION**

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

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

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

(iii)The Allottee hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding , the Purchaser subject to the terms hereof , shall not sell, , transfer , let out and /or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial Institutions which have advanced the loan . The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which

are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Apex Association about the lien/charge of such banks/financial institution and the Promoter shall not be responsible for the same in any manner whatsoever.

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

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

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

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

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Allottee Rs.2,000/- for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Promoter; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement.

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

- (e) In addition to the Interest , in case of every instance of delayed payment either party shall be entitled to recover from the other party who is responsible for the delayed payment , all costs associated with the administrative actions related to follow-up and recovery of such delayed payment , which are estimated to be 2% of the amount of the delayed payment subject to a minimum of Rs.\_1000/- per instance of delayed payment .

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

(ii) If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of stage-wise construction by the Promoter as provided in Schedule C ("Payment Plan").

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



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

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

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

Subject to the terms that the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors , .that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

(iii) The Promoter has agreements with all the contractors for five years warranty /Guarantee for defects and Allottee(s) will be required to get the services from them directly for any structural or other defect . The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Federation can get the job done through Facility Management / Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

(iv) The Promoter has applied for and obtained various approvals for the development of the buildings. The key approvals are set out hereunder from the concerned authorities for commencement of construction *as more fully described in ANNEXURE- L*.

(a) Provisional Fire NOC has been accorded by the [REDACTED] vide No. \_\_\_\_\_ dated [REDACTED].

(b) The Airport Authority of India has also granted NOC for height clearance for the Project vide No. [REDACTED] dated [REDACTED].

(c) Environmental Clearance from the department concerned has been obtained for the Project by their Memo No. [REDACTED] dated [REDACTED].

(v) The Promoter has opened a separate Account in \_\_\_\_\_ branch of \_\_\_\_\_ Bank for the purpose as provided in sub-clause (D) of Clause (I) of Sub-Section (2) of Section 4.

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

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

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

(viii) The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the phase/project as per Annex -

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

(ix) Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plans under applicable laws, **rules and regulations** wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available even after the Deed of Conveyance of the Service Apartment, has been executed. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the Completed phases are concerned they are already constructed and no extension will be permitted except rise in floor and in respect of present project under construction out of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks subject to timely delivery by Promoter. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Promoter shall enter into an irrevocable agreement with the Owners of the Adjoining land which shall be perpetually binding upon the Service Apartment, Owners of this Housing Complex and their Association. The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and

similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex

(x) The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period. All the unit/s/premises/apartments may not be constructed simultaneously. The Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as may be decided by the Promoter.

(xi) After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective the promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Housing Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee and also delivery within the committed time.

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

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

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

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

**(iii) Possession/Possession for Fit-Out:** In case the Allottee seeks permission for carrying out Fit-Out within his Service Apartment , he will be permitted to do so only upon receiving the Completion Certificate(or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use the Service Apartment, till Occupation /Completion Certificate is received and Deed of Conveyance is executed. The Allottee will have to abide by the Fit-Out rules as provided in SCHEDULE -M hereunder at all times .

**(iv) DEEMED POSSESSION**

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

On and from the Possession Date:

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

lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Promoter/Facility Manager /Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (i) to the discontinuance of services;
- (ii) to be restricted from enjoyment of Club and all Common facilities;
- (iii) to be restricted from use of transport facility i.e Bus and winger facility;
- (iv) to be restricted from the supply of garbage bags and collection of the same.
- (v) to be restricted from availing power back-up facility;
- (vi) to be restricted from availing electro mechanical services i.e Electrician , Plumber, Intercom Services;
- (vii) to be prevented from giving his Flat on Leave & License or Tenancy;
- (viii) to be prevented from Booking of Community Hall/Banquet Hall;
- (ix) to be restricted from being a Committee member;
- (x) to be subjected to restrictions on entry to servants, maids,visitors and guests.
- (xi) to be prevented from usage of the lift and to be prevented from the usage of the common facilities and amenities by the Allottee and also all persons claiming through him or her ;
- (xii) Any Customer Complaint in FM Software by a Defaulter will be entertained only after clearing Maintenance outstanding.
- (xiii) List of defaulters shall be very prominently posted in common areas such as inside/outside the lift , Common Area, reception area and/or any other common space etc.

If the arrears on this account exceeds a sum of Rs. 50,000/- in such event the Promoter/Association as the case may be, shall have the right to take appropriate steps for putting up the Unit on Sale and realize the arrears from the Sale Proceeds. Further, if Maintenance Charges of the Allottee remains outstanding any complaint made by the Allottee shall not be attended to by the Promoter. However Unit holder will be liable to pay the Maintenance Charges over the entire period of suspension till the Unit is sold by the Association and all arrears are clear. He will also be charged for interest @ 15% p.a on the outstanding amount even during the period of suspension of service due to the above reason.

- (v) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Service Apartment shall be borne solely and exclusively by the Allottee with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges , Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Promoters and the Allottee agree not to dispute the same.
- (vi) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession. The Promoter's time line for defect liability shall be counted from deemed Possession.
- (vii) The Allottee is also liable to pay all other expenses necessary and incidental to the management and maintenance of the Project based on actual based on actuals which may not appear to be justified in the eyes of the unit holders .
- (viii) **Schedule for possession of the Common Amenities:** The Promoter herein is developing the said land which consists of various amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of both the phases i.e Residence Building and Hotel on the said land . The Promoter assures to hand over possession of the said common amenities progressively on completion of each phase. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Residence Apartment, on the ground of non completion of aforesaid common amenities if the said Residence Block, has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf

to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee. From the date of Notice of Possession the Allottee shall become liable to pay Property tax and/or after 15 days of the notice of possession of the Apartment, the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Service Apartment, ) of common expenses and outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, and after 90 days to start payment of Maintenance charges including insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project /entire complex. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Apex body/Federation on completion of the entire Housing Complex after deducting Maintenance Charges incurred by the Promoter in that account and also showing the outstanding dues of the residents..

Within 18 months from the date of CC/occupation certificate in respect of the entire complex, the Company shall execute a Deed of Conveyance in favour of the Association in respect of the structure of the Buildings along with the FSI consumed in the Buildings subject to the right of the Promoter (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the allottee; and (ii) to consume the entire balance FSI, and any additional future increase in FSI additional FSI dues to change in law or policies of any Authority on the Common area; and (iii) to use all internal roads and all the facilities, amenities and services for such future (and / or) ongoing development or otherwise.

The Allottee hereby agrees and undertakes that the Allottee along with other unit holders in the Association shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Conveyance of common areas to the Association .

Other than the said Serviced Apartment and the right to use and enjoy the Residences block common portions and shared common portions in common as contemplated herein, the Allottee shall not have nor shall claim



any right or interest in other parts of the building or the land contained in the said premises including but not limited to the properties and rights reserved by the Promoter as stated in SCHEDULE H below. Other than those expressly mentioned hereunder by the Promoter to form part of the Residences Block Common Portions and the Shared Common Portions, no other part or portion of the Residences Block nor the Hotel Block shall be claimed to be a part of the Common areas or Common portions by the Allottee.

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

(ii) The Allottee after making necessary payments, must not fail to take actual physical possession of the Service Apartment, within a period of not more than 15 days from the date of Notice of possession failing which the Allottee shall become liable to pay the Guarding Charges of Rs.\_\_\_\_/- p.m and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or contribute proportionately the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building/s for the Service Apartment/unit, . Physical possession of the Service Apartment/unit, shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid taking possession or payment of the abovementioned expenses under any circumstances on the ground that physical possession was not taken or on the pretext of any defect since the Promoter is undertaking to repair constructional defects upto five years from the date of Possession/Deemed possession.

(iii) It is hereby agreed by the Parties that upon receipt of CC for the said Apartment/Unit, the Allottee shall not be entitled to terminate this Agreement. Further if the Allottee fails or neglects to take possession of the Apartment/Unit within the aforementioned time then the Promoter shall also be entitled along with other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration along with interest on default in payment of instalments (if any), applicable taxes and any other administrative charges / amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan) . .

(iv) Until the Maintenance body is formed and common areas is transferred to it, the Allottee shall pay to the Promoter such proportionate share of Common expenses and outgoings as may be determined.

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

(ii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Service Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money to be paid to the Allottee after the aforesaid deductions shall subject to clause 7.5(iii) below be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said flat is resold to any other allottee and subject to allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.

(iii) The following further amounts shall also be forfeited:

(a) Total interest accrued on account of the delay/ default in payment of any Installments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;

(b) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement

(c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature,

(d) All amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;

(iv) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s),

(v) All outgoings, deposit and other charges as specified in Schedule C paid/to be paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apes Organisation (as may be applicable)

(vi) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit

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

**(viii)** The Allottee is aware that various Allottees have chosen to buy units(s) in the Complex with the assurance that the conduct of all the users of the Complex shall be appropriate and in line with high standards of social behavior. Similarly the Promoter has agreed to sell the Units to Allottees on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Allottees. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

(ix) The Promoter shall have the right to terminate this Agreement only in the following circumstances:

(a) Non-payment : If Allottee is in default of any of his/her/its obligations under this Agreement including (not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination .

(b) Attempt to Defame: The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in

any manner affect or prejudice or defame the Project or the Promoter or its representatives and in such cases the Promoter shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Notice of Termination.

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

(xi) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever , the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar , as and when intimated by the Promoter, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever , the Allottee shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the total price as damages. In such event the Allottee hereby agrees that the Promoter shall have the right to forfeit an additional amount equivalent to such damages , prior to making refund /return to the Allottee under this Agreement . The Allottee hereby agrees to do all such acts or execute all such other documents , including but not limited to , executing and registering powers of attorney in favor of the Promoter or its nominee in such form or in such manner as the Promoter may specify, at the cost and expense of the Allottee.

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

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

**(c)** if due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Service Apartment, s in the Project or Complex/Township then and in that event without prejudice to the Promoter's

such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs **including marketing cost also**, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

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

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

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

(iii) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said unit.

(e) If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation and objection. Allottee clearly agreed and understood that the payment obligations of the Allottee is linked inter-alia to the progress of construction and it is not a time linked plan. Allottee appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clause 7.6 above

(f) It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling / marketing of the flats / spaces in this project shall not have any responsibility towards buyers of flats / spaces nor there shall be any claim by the Allottees of flats / spaces of this project(Allottees) against the marketing agent(s) regarding any matter relating to sale / transfer of the flats / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.

(g) The Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Promoter to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefor.

**(51) Under Clause 8 to add Sub-Clause(xiii)**

Acquisition or Requisition: In case the said Serviced Residence or any part thereof, at any time during the term hereby created, be acquired by the Central or State Government, or any authority under any Act or Ordinance for the time being in force and/or the rules framed thereunder, then and in such event all compensation that may be awarded by the Government or authority for the said Serviced Residence shall belong to the Allottee, and in case the said Serviced Residence or any part thereof, at any time during the term hereby created, be requisitioned by the Central or State Government, or any authority under any Act or Ordinance for the time being in force and/or the rules framed thereunder, all compensation that may be awarded by the Government or authority for the said Serviced Residence shall also belong to the Allottee.

**(52) (a) Under Clause 9.3 to add To add at the beginning of starting sentence the following line:**

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

**52(b) After 52(a) above to add sub-clauses (iv),(v),(vi) (vii), and(viii) as under:**

(iv) The promoter may cancel the allotment of the apartment made in favour of the allottee and upon handing over the original of this agreement duly cancelled and executing and registering the cancellation deed with the jurisdictional sub-register, refund the money paid to him by the allottee by deducting the booking amount,

brokerage and the interest liabilities and this agreement shall thereupon stand terminated.

(v) When cancellation may be ordered. any person against whom a written instrument is voidable and who has reasonable apprehension that such instrument, if left outstanding may cause serious injury, may sue to have it adjudged void or voidable; and the Court may in its discretion, so adjudge it and order it to be delivered up and cancelled.

(vi) if the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the Court shall also send a copy of its decree to the whose office the instrument has been so registered and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation.

(vii) The authority, in exercise of its power under section-11 (5) of the RERA Act, is and has been empowered to declare the termination of agreement of sale by the promoter is valid and lawful and therefore, the Authority ought to have directed the sub-register concerned to make necessary entry in their records for deletion of encumbrances on the property (subject matter of the complaint).

(viii) in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Service Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation/ sale of apartment whichever is later and this Agreement shall thereupon stand terminated.

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

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

**(ii)** The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Service Apartment, without the consent in writing of the Promoter **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Service Apartment, for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and enforceable against any subsequent Allottees of the Service Apartment, in case of

a transfer, as the said obligations go along with the Service Apartment, for all intents and purposes.

(iii) Insurance: The Allottee shall at his own costs, keep the structure of its Serviced Residence insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Allottee shall not be liable or responsible in any manner therefor. Any repair, replacement or reinstatement of the Serviced Residence shall be done and carried out by the Allottee at his own costs and expenses and those that may be required to be done and carried out for the exterior structure of the Residences Block shall be done and carried out by the affected Co-Allottees at the costs and expenses to be shared by them proportionately and with the prior consent of the Promoter which shall not be unreasonably withheld.

**NOMINATION;** If prior to execution of the conveyance, the Allottee(s) nominates his/their booked Service Apartment, unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so after first notifying the Promoter about his intention and disclose the proposed transferees details and obtain the permission of the Promoter after payment of 2% of the value of the Flat. However the Allottee/s shall not be entitled to transfer/assign his/her/their interest in the Service Apartment in favor of any third party unless (i) 50(Fifty) percent ) of the sale consideration has already been paid and (ii) a term of 12 months have elapsed from the date of issuance of Allotment letter whichever is later.. Upon nomination , the Transferee will be compulsorily required to register the Agreement for sale /nomination agreement.

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

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

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



(iv) The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

(v) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or **Apartment Owners Association**, as aforesaid after obtaining completion certificate of the last phase shall cause to be transferred to the Federation/apex body/Maintenance body all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the Project Land on which the Building with multiple wings are constructed.

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

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

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

(iv) The Association may appoint a Facility Management Company (FMC) which may be extended for further terms. It is clarified that the FMC shall at all time work under the guidance of the Advisory Body (a body having representatives of the Promoter and the Block Representatives

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

**(vi) ADDITIONS OR REPLACEMENTS**

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

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

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

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

The Allottee undertakes to make payment of the estimated Property Tax for the first \_\_\_\_ (\_\_\_\_) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

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

shall not be responsible for such penalty/delay/action on account of shortfall amount and the same shall be entirely on account of Allottees.

- (ii) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities , the same shall be handed over to the Apex body at the time of handover of the common purposes to the Apex body.
- (iii) If Property Tax demand comes directly in the name of the Allottee, the amount paid by the Allottee shall be refunded to the Allottee within 15(fifteen) days of the Promoter being informed by the Allottee that such demand has been raised.
- (iv) In the event Association/Apex body is formed but there is /are unsold units that are not sold by the Promoter , in that event till such time those units are sold the Property tax for these unsold units shall be payable by the Promoter as charged by the Competent Authority .
- (v) The Allottee shall not withhold payment of the same on any account whatsoever.
- (vi) In the event of any default in payment of the Maintenance Charges the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented .
  - (a) to the discontinuance of services;
  - (b) to be restricted from enjoyment of club facilities;
  - (c) to be restricted from use of transport facility i.e Bus and winger facility;
  - (d) to be restricted from supply of garbage bags and collection of the same.
  - (e) to be restricted from Power back-up facility;
  - (f) to be restricted from Electro mechanical services i.e Electrician , Plumber, Intercom Services;

- (g) to be prevented from giving his Flat Leave & License or Tenancy;
  - (h) to be prevented from Booking of Community Hall/Banquet Hall;
  - (i) to be restricted from being a Committee member;
  - (j) to be subjected to Restrictions on entry to servants.
  - (k) to be prevented from usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (vii) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
  - (viii) Promoter or the Association shall become entitled to all rents accruing from such Service Apartment, if the Service Apartment, has been let out and/or is under tenancy and/or lease.
  - (ix) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Service Apartment, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
  - (x) Any sale/transfer of the Unit after this time shall require written approval from the Apex body (and till such time that the Apex body is formed, the Promoter ) and payment of administrative charges as communicated by the Promoter or Apex body (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who

does not subscribe to the guidelines by laws and/or objectives of the Organization Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Apex body is formed, the Promoter), shall not be valid and not binding on the Organisation and/or the Company, as the case may be.

- (xi) In the event of sale and transfer of the Service Apartment, the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted and will be treated as illegal and void transfer..
- (E) The Promoter or the Association will evolve a scheme whereby 20% of the Common Area Maintenance Charge is additionally levied on the Unit Owners every month which will be separately kept maintained as 'Sinking Fund' . The sinking fund will be used for undertaking major capital and/or renovation expenses related to the building and its common areas and amenities; Repair or Replacement of any equipment/asset; Repair of Building/Complex; Painting and repair of structures (interval of every five years) and *Insurance* etc.
- (F) Future Construction: It is agreed that in case due to any accident or natural calamity, the Residences Block or the entire Building gets demolished or is required to be demolished then as and when a new residences block is erected in its place, the Allottee shall be entitled to hold the built-up space in such new residences block equivalent to the area of the present Serviced Residence and in case the same area of the existing Residences Block cannot be then constructed as per the laws then prevalent, then the Allottee shall be entitled to hold proportionate built-up space in such new residences block. No fresh deed shall be required to be executed for the purpose and such right and interest shall ipso facto vest in the Allottee. It is made clear that the construction of the new building shall be carried out at the proportionate costs of the Allottee and other Co-Allottees having similar rights and that in case any permission or sanction be required to be obtained from the

government departments or under any law for such construction, the same shall be obtained by the Promoter but at the proportionate costs of the Allottee and other Co-Allottees having similar rights. The Hotel Block shall be solely constructed by the Promoter/hotel buyer.

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

(A) (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Service Apartment, , alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

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

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

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

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

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

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

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

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

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

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has

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

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

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

(ii) The Common areas can be used for jogging, playing, visitor's parking (on wide road and in house road for drop off /temporary parking) as may be decided by the maintenance in charge /Promoter/association .

(iii) Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Service Apartment, (IX) Basement not meant for Common Use (VII) Any Community or Commercial/ other facility which is not meant for common use (VIII) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project or the Entire Housing Complex (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and



the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- H** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

(iv) To make construction , addition or alteration in any part of the said Housing Project/Complex in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project/Complex for and to all such construction, addition or alteration.

**(v) The Promoter has the right-**

- a) To grant the right or facility of open (dependent/independent) /covered(dependent/Independent) / stilt (dependent/Independent) /mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or

- facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter
- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.
  - f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
  - g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) .
  - h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion of land thereof.
  - i) Since the entire Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
  - j) The Promoter will have the liberty to change the direction of infrastructure services which may be required by Promoter to utilize areas in adjoining phases/projects.

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

After the possession the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in the behalf and also for repairing of any part of the Building. This still be also for the purpose of repairing maintaining rebuilding cleaning, structural strengthening: lighting and keeping in other all services drains, pipes, cables, water courses gutters wires, parts, structures of other convenience in the Project and also for the

purpose of laying, maintaining repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire short circuits leakages on the floor above or below etc the Allottee(s) authorize/s the Promoter and/or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats and Project. In such a case the Promoter and/or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.

**(56) Under Clause 15 above and to be read in continuation thereto 9 sub-clauses from 15.4 to 15.17 added:**

**15.4** Internal wiring for electrification will be provided for each Service Apartment, . However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Service Apartment, . The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .

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

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

the building in which the Service Apartment, is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Service Apartment **(and not to change the location of the plumbing or electrical lines)** without the prior written permission of the Promoter and/or the Society or the Association.

**15.7 CABLE/BROADBAND/TELEPHONE CONNECTION:** Provisions has been made only for one or more service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers.

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

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

**15.10** The Allottee's liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Allottees of the said units and if for any reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Service Apartment, .

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

**15.12** Provisions have been made for drainage lines to comply with provision of Wall-Hung Indoor Split Air-condition Units at specified position with outdoor compressor units only. The out-door compressor units should be installed in the specified A/C ledge platforms attached to each flat. It may be noted that installation of Window Air conditioners are strictly not permitted. Any other form of Air conditioners such as Hat Unit or Cassette-Unit after making suitable modification to the drainage line without affecting the structural components (Beams and columns) or the aesthetic appearance of the building may/may not be allowed, however the location of the out-door units shall always be at the specified A/C ledges.

The drainage line should be connected ONLY at the drain outlet point provided. The refrigerant pipes connecting the indoor and outdoor units shall be provided by the customer . Chiselling or drilling holes in concrete surfaces for making these drainage and refrigerant pipe connections not allowed. If these pipes run exposed they may need to be covered with local boxing or false ceiling . These pipes shall be passed through the external concrete walls in specified locations where a hole has been provided and temporarily blocked with lean mortar fill. Unit holder will use only CFC free refrigerant in air-conditioning system.

**15.13** The internal security of the Service Apartment, shall always be the sole responsibility of the respective Allottee(s) as if it is their own Unit.

Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided in the **Schedule-J** and and the **MAINTENANCE RULES** as provided in **Schedule-K** hereto subject to further additions and modifications from time to time.

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

15.15 The residential complex and each flat will be "Smart Home Ready" with necessary fiber infrastructure availability. The individual Flat Owner can constact service provider (like RJIO, Airtel, TATA Sky ) directly and ask for services as per commercials agreed between Service Provider and Flat Owner.

15.16 The entire Capex will be borne by ATC /other service provider . The maintenance , upgradation of the infrastructure will be sole responsibility of Service provider. Any issues to the connectivity of the operators will be addressed by ATC /other service provider immediately. Service provider may require some space(about 200 Sq Ft) and power in equipmaent room in the building . Service Provider will also provide one spare Fiber. This spare OFC can be used by the Promoter for other services like CCTV, intercom etc.

15.17 The infrastructure deployed by ATC/Service Provider at residential complex will support host of services. It will be a state of art infrastructure which will support all existing and near future services. However customer experience will depend upon the Services opted by individual customer from their respective service provider.

Provided that in the event no Service Provider is available then these clauses will not be applicable.

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

18.1 Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any

mode or manner by way of charge / mortgage / securitization of the Service Apartment, / Project / Building or the land underneath or the receivables, subject to the condition that the Service Apartment, shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s).

**THE SCHEDULE -A ABOVE REFERRED TO**

**PART -I**

**(THE ENTIRE COMPLEX)**

All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as **27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation)** in the State of West Bengal (aggregate land measuring 13645.480 square meters) more fully described in the Plan annexed hereto and marked ANNEX-A

**PART -II**

**(THE SAID GIFTED LAND)**

ALL THAT land measuring 20.72 cottah corresponding to 34.25 decimal on a portion of the Said entire complex to the KMC for construction of a access road **ALL THAT** the piece and parcel of land containing an area of 34.25 Decimal equivalent of 20.72 Kottahs (more or less) as per Plan annexed hereto as per ANNEX-A and internally bordered in **RED**.

**PART -III**

**(THE SAID FIRST PHASE/SERVICED RESIDENCE )**

**ALL THAT** the piece and parcel of land containing an area of \_\_\_\_ Decimal equivalent of \_\_\_\_ Kottahs(more or less) situate lying at and being demarcated part of 27 Matheswartala Road, P.O.\_\_\_\_\_, P.S. Pragati Maidan, (formerly Tangra), Kolkata 700046 as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

**PART -IV**

**(THE SAID SECOND PHASE/HOTEL )**

**ALL THAT** the piece and parcel of land containing an area of \_\_\_\_ Decimal equivalent of \_\_\_\_ Kottahs(more or less) situate lying at and being demarcated part of **27**

**Matheswartala Road, P.O.**\_\_\_\_\_, P.S. Pragati Maidan, (formerly Tangra), **Kolkata 700046** as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

**PART-V**  
**(THE THIRD PHASE/APARTMENT BLOCK)**

**ALL THAT** the piece and parcel of land containing an area of 50 Decimal equivalent of 30 Kottahs(more or less) situate lying in Dag No.357 within jurisdiction of KMC Ward No.58 on **Matheswartala Road, P.O.**\_\_\_\_\_, P.S. Pragati Maidan, (formerly Tangra), **Kolkata 700046** as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

**THE SCHEDULE -B ABOVE REFERRED TO**

**(THE SAID SERVICED RESIDENCE, )**

**ALL THAT** the Serviced Residence Apartment No. \_\_\_\_ having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet as per the Block plan marked ANNEX-B demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share in the "common areas" (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of \_\_\_\_\_ Sq.Ft in Phase No.-I of the Said Complex named " \_\_\_\_\_ " under construction on the Schedule-A feet more or less on the \_\_\_\_\_ floor of the Residences Block at Premises No. 27 Matheswartala Road, Kolkata 700046 and shown delineated with 'Red' border in the plan annexed hereto, being Annexure 'B', together with Together with Parking space admeasuring 123 Sq.Ft in the Multi storied Parking Building Block 2 located on the in Phase-I Building Block as per Plan annexed hereto AND TOGETHER WITH the right of use and enjoyment of the utilities and facilities from the Shared Common Portions as appurtenances to the said Serviced Residence in common with the Promoter, the Hotel Operator and/or other entity authorized by the Promoter and the other Co-Allottees.

**THE SCHEDULE-C ABOVE REFERRED TO**

**( PRICE/PAYMENT PLAN)**

The price of the said Service Apartment is Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only payable as per the Table provided and annexed

On Expression of Interest	Rs. 25 lacs + GST
On Booking Letter (Within 30 days from booking letter)	10% of unit cost (Less Booking Amount) + 50% of incidental charges+ 50% of legal charges+ GST
On Agreement	10% of unit cost + GST
On start of Piling	10% of unit cost + GST



On start of 1 <sup>st</sup> Floor Casting	10% of unit cost + GST
On start of 5 <sup>th</sup> Floor Casting	10% of unit cost + GST
On start of 10 <sup>th</sup> Floor Casting	10% of unit cost + GST
On start of 15 <sup>th</sup> Floor Casting	10% of unit cost + GST
On start of 20 <sup>th</sup> Floor Casting	10% of unit cost + GST
On Start of 25 <sup>th</sup> Floor Casting	5% of unit cost + GST
On Start of 30 <sup>th</sup> Floor Casting	5% of unit cost + GST
On Completion of the unit	5% of unit cost + GST
On Possession of the Unit	5% of unit cost+ 50% of incidental charges+ 50% of legal charges+ Maintenance Deposit + GST

## **B. Extra Charges & Deposits:**

### **I. Extra Charges:**

- 1.Club- Rs 250/- per Sq.ft on Chargeable area
- 2.Generator- Rs.100/- per Sq.ft (4 BHK-8 KVA; 5BHK- 12 KVA) on Chargeable area
- 3.Transformer and Electricity Expenses- Rs.100/- per Sq.ft on Chargeable area
4. Floor Escalation- Rs.75/- per Sq.Ft per Floor from 2nd Floor onwards

Note: All the above charges are payable as per payment schedule of the unit.

5. Legal Charges- Rs.25/- per sqft
- 6.Formation of Association- Rs.10,000/- per Unit
- 7.Incidental Charges- Rs 15,000/- per Unit

**8. Nomination Charges:**

- i) 2% of Total Consideration amount including car parking which is payable before nominating the unit.
- ii) There will be a Lock-in-period for two years from date of registration of agreement to nominate any unit.

9. Stamp Duty, Registration Fee and Incidental Registration Charges- At applicable rate on the Agreement value or Market Value (whichever is higher) as per the valuation at the time of expenses.

10. Guarding Charge- The Allottee will be payable of Rs.10000/- per month as guarding charges if taking over of possession is delayed more than 15 days from notice of possession.

**11. Cancellation/Processing Charge:**

- i) 10% of total consideration if cancelled after Sale Agreement.
- ii) Interest dues to be paid, if any, till date of receipt of information of cancellation request.
- iii) All taxes paid shall not be refunded.

**II. Deposits:**

1. Electricity deposit- Electricity deposit as per actuals.
2. Maintenance Deposit-Equivalent to 3(three) years calculated @ Rs.5 per Sq.ft p.m on Chargeable area (Final CAM Rate will be based on estimate of the Promoter at the time of giving possession). Out of 3 years, 1 and 1/2 years will be adjusted against Maintenance Charges and the balance to remain as a Deposit.
3. Sinking Fund- Rs.200/- per Sq.ft on Chargeable area.
4. Municipal tax deposit equivalent to 12 months of estimated tax.

**Note:**

1. Extra charges & Deposits are also applicable for chargeable area of the terrace.
2. GST as applicable and any other Tax or Taxes or charges as may be applicable from time to time shall also be payable by the Allottee.

Particulars	Due on	Amount Payable on against demand of	Break Up of Flat Price	Break Up of Floor Escalation & PLC	Break up of Car Park	Break up of GST on Base Rate/ Parking/ Fl Esc.	Approximate Extra Charges	Formation of Association	Break up of Legal Charge&Incidental Charges	TOTAL DEPOSIT(B)	NET AMOUNT(A+B)
Application Fee	On Application	200000 + GST	200000	0	0	10000	0	0	0	0	210000
BOOKING AMOUNT	Within 15 days from the date of application	10% of Total Price* (-) Two lakh booking fee (+) 50% of Legal Charge (+) 50% of Incidental Charge + GST									
AGREEMENT AMOUNT	Within ___ days from the date of application	10% of Total Price* + GST									
4th Installment	On completion of Pilling of Building	10% of Total Price* + GST									
5th Installment	On Completion of Ground floor casting	5% of Total Price* + GST									
6th Installment	On Completion of 2nd floor casting	5% of Total Price* + GST									
7th Installment	On Completion of 5th floor casting	5% of Total Price* + GST									
8th Installment	On Completion of 8th floor casting	5% of Total Price* + GST									
9th Installment	On Completion of 11th floor casting	5% of Total Price* + GST									
10th Installment	On completion of 14th floor casting	5% of Total Price* + GST									
11th Installment	On completion of 17th floor casting	5% of Total Price* + GST									
12th Installment	On completion of 20th floor casting	5% of Total Price* + GST									
13th Installment	On completion of 23rd floor casting	5% of Total Price* + GST									
14th Installment	On Completion of internal plaster of Unit	5% of Total Price* + GST									
15th Installment	On Completion of External Plaster of Unit	5% of Total Price* + GST									
16th Installment	On Completion of Flooring of Unit	5% of Total Price* + GST									
Final Installment	On possession of the Building	10% of Total Price* (+) 50% of Legal Charge (+) 50% of Incidental Charge + GST									
		<b>Total Amount</b>									

Flat Number:	Block	Flat	Extra Charges		Rs.	Extra Charges		Rs.	Total Deposits(B)	
Flat Size:			Legal Charges			Electricity Chgs.	per Sq Ft	Maintenance		
FLOOR NO:			Incidental charges			Generator Chgs.	per Sq Ft	Meter Deposit	At Actual	
Chargeable SQFT:			Formation of Association			Club Membership	per Sq Ft			
Car Park Price:Open						Total	0			
Base Rate:						EXTRA CHARGES(incl GST)	0			
PLC:										
Floor Esc:										
Applicable Rate:		0	<b>##FORMATION OF ASSOCIATION will be charged @10000 &amp; Maintenance Deposits.</b> <i>(Rs. 3/- per Sq. Ft.) for 36 months to be paid at the time of possession.</i>							

Ongoing GST Rates: @----% on Base Rate (+) Car Park Price

Kindly Note: Stamp Duty & Registration charges will be Payable at the time of Possession & Registration @ -----% on Total Value excluding GST

The Total Amount Payable will be in the name of:

In The Name of "PS SRIJAN HEIGHT DEVELOPERS WBHIRA DESIGNATED A/C"

Remarks

for the Flat Price + Car Park + Extra Charges INCLUDING Legal Charges + GST on the same

Guarding Charges @ Rs. .... per month will be payable if Buyer delays in registration and take possession on time.

Legal Charges & Incidental Charge is not claimed at allotment, it will be payable in two equal installment, i.e. at the time of booking & final payment respectively

**\*Note – Total Price = Unit Price + Car parking + Club Membership + Electricity & Generator Charges; Rates are subject to revision**

**\*Availability is subject matter to change, so please check it before finalizing**

\* GST on Maintenance are excluded in this calculation

.B:INPUT CREDIT ONLY VALID TILL GOVT. PROVIDES INPUT CREDIT TO DEVELOP

THE SCHEDULE-D ABOVE REFERRED TO

PART-A  
(SPECIFICATIONS)

- **Living, Dining , Bedrooms:**  
Flooring : Bare finish for all Habitable spaces  
Wall Finish : POP/Putty  
Ceiling : Bare  
Windows : Aluminum Windows  
Doors & Frame : Main door will be provided.  
Electricals : Point will be provided till the DB box at flat entrance
- **Balcony :**  
Flooring : Anti skid tiles finish  
Wall : Paint finish  
Railing : Glass & SS railing  
Door : Glass sliding door
- **Toilet :**  
Flooring : Bare finish with provision of plumbing and electrical  
Windows : Aluminum Windows
- **Kitchen :**  
Flooring : Bare finish with provision of plumbing and electrical  
Windows : Aluminum Windows
- **Servant's Room & toilet :**  
Flooring : Tiles finish  
Wall : POP/Putty  
Ceiling : POP/Putty  
Door : Door will be provided  
Electricals : Point will be provided  
Plumbing : Fittings will be provided

THE SCHEDULE - E ABOVE REFERRED TO

PART-I  
RESIDENCES BLOCK COMMON PORTIONS

1. Exclusive Lobby and entrance Foyer in the ground floor of the northern tower also having a Meeting area and waiting Lounge.
2. All staircases of the Residences Block along with their full and half landings with stair covers on the ultimate roof.
3. 3 high-end automatic lifts and 1 (one) service lift along with lift room and lift shafts and the lobby in front of it on typical floors and ground floor. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
4. Effective Fire fighting system designed to detect and fight fire.
5. Underground water reservoir.
6. Overhead water tank with effective water distribution system to the Residences.
7. Water supply pump room for fire beside the Under Ground water reservoir.
8. Effective access control and security system.
9. Dedicated Gas bank at ground level (if applicable)
10. Space earmarked for effective garbage disposal system with collection room in lower ground level of the northern tower.
11. Communication/security and fire alarm room in the ground floor of the northern tower.
12. Space earmarked for AHU/Electrical & LV equipment/UPS in the ground floor of the northern tower.
13. Electrical metering room in the ground floor of the northern tower.
14. Common toilet in the Ground Floor along with one toilet for the differently abled.
15. Requisite arrangement of Intercom / EPABX with connections to each individual Residence from the reception in the ground floor.
16. Residents' lawn with outdoor area and kids play area with water-features and seating.
17. A decorated landscape at the entrance of the Ground floor.
18. Entrance and exit gates of the said Residences Block secured with UVSS, boom barriers & bollards and paths passages and driveways earmarked for and in respect of the Residences Block.
19. Decorated drop-off in the ground floor entrance of the Residences Block.
20. Residents' Club with lift lobby & exclusive lounge, well-equipped Gymnasium, Change rooms, yoga, , multi function room, pantry, outdoor lounge & exclusive kids playroom.
21. Swimming pool with kids pool at rooflevel, semi- covered seating area, outdoor deck.
22. Multipurpose Hall on the south-eastern part of the ground floor of the Residences Block Building.

The Allottee is aware that the Promoter is not in the business of or providing services proposed to be provided by the Service Providers such as cable operators, security services, electrical and telecom services etc . The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers . The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance /non performance or otherwise of these services provided by the respective Service Providers.

## PART-II

### (SHARED COMMON PORTIONS)

1. Area designated for installation of common Stand-by Diesel generator sets.
2. Waste water and sewerage evacuation piping network to the sewage treatment plant.
3. Balancing tank and plant room for the shared facilities.
4. Electrical & DG panel room.
5. Space earmarked at lower ground level for shared services namely fan room/electrical room etc.
6. Space earmarked in the ground level for Electrical transformer with transformer.
7. 33 KV electrical substation and HT panel room in the ground level of the premises.
8. HSD yard in the ground level.
9. Joint Security cabin at entry gate-, if any.

### THE SCHEDULE - F ABOVE REFERRED TO

#### (LIMITED COMMON AREAS AND FACILITIES )

##### **(If available in the Complex)**

1. Open, Mechanical and covered Car Parking areas(Dependent/Independent);
2. specified area in Basement not declared to be common.;
3. Exclusive right of use of Garden space attached to an Service Apartment, ;
4. Demarcated area of terrace/roof appurtenant to a particular Service Apartment, ;
5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
6. Open Terrace of any Floors of the Block;
7. The elevation and exterior of the Block;
8. Storage areas ;
9. Basement not meant for common use;
10. Any community or commercial/**other** facility which is not meant for common use;
11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;

12. Beauty Parlour **and other commercial facilities** within the Project or entire Complex.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**THE SCHEDULE - G ABOVE REFERRED TO**

**(TITLE DEEDS)**

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of DSR-II, District South 24 Parganas, Alipore in Book No. 1

Sl. No.	Date	Deed No.	Book no.	Volume No.	Pages	Year
1	27.08.2013	07906	I	6	460 to 487	2013

**THE SCHEDULE-H ABOVE REFERRED TO**

**(RESERVED RIGHTS)**

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

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/**land**.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Service Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any

person the right to park upon any portion of the property not designated as a parking area.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Service Apartment, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Service Apartment, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/ Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/ Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with** sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.



- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Service Apartment,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any** Building **block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Serviced Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Service Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Service Apartment, .
- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings. The Promoter will be responsible for its maintenance and remain liable to pay the electricity charges separately.
- (18) The Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Allottee of a Unit in any other phase of the Complex.

- (19) All unsold and unallotted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always belong to and remain the Property of the Promoter at all times and the Promoter shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the promoter may deem necessary.
- (20) The Promoter shall without any reference to the Apex body or the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in ny manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Organisation or Apex Organisation or Apex Organisations shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever
- (21) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (22) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part , its rights and obligations in respect of the Apartments/Units .
- (23) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Promoter shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

**THE SCHEDULE- I ABOVE REFERRED TO**

**(REGULATIONS AND RESTRICTIONS USER RULES)**

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

1. To co-operate with the other Service Apartment, /Unit Owner and the Promoter in the management and maintenance of the said New Buildings.

2. To observe the rules framed from time to time by the Promoter including those relating to possession policy and permissible changes policy of the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Service Apartment, /Unit for residential/industrial/warehousing/storage purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
4. To allow the Promoter with or without workmen to enter into the said Service Apartment, /Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Service Apartment, /Unit Owner.
5. To pay charges for electricity in relation to the said Service Apartment, /Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Complex/building.
6. Not to do anything or prevent the Promoter from making further or additional legal constructions notwithstanding any temporary disruption in the Allottee's enjoyment of the said Service Apartment, /Unit.
7. To maintain or remain responsible for the structural stability of the said Service Apartment, /Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Service Apartment, / Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The elevation must be repaired at intervals of every five years. The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and

shall not make the Promoter be held liable in any manner whatsoever, for the same

8. Not to do or cause anything to be done in or around the said Service Apartment, / Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Service Apartment, / Unit or adjacent to the said Service Apartment, /Unit or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
9. The Allottee shall ensure that the key common areas of the Building viz entrance lobby , garden, play areas , temple(if applicable) are maintained to the highest standards with regular cleaning and maintenance . The Allottee shall further ensure that refurnishing /major overhaul is done every 5 years , starting from date of offer of possession.
10. Not to damage demolish or cause to damage or demolish the said Service Apartment, / Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Service Apartment, / Units in the building or which may cause damage to any other portion of the building in any manner.
11. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Service Apartment, / Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
12. Not affix or draw any wire, cable, pipe from , to or through any of the common portions or outside walls of the building block or other parts , without approval of the Promoter/ Association .
13. 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 building or cause increased premium to be payable in respect thereof if the building is insured.

14. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
15. Not to use the said Service Apartment, /Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
16. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
17. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
18. Not to park car on the pathway or open spaces of the building complex or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/ Association.
19. Not to let out, mortgage or give on rent or transfer the car parking space independently and separately of the Service Apartment, /Unit .
20. Not to dry any clothes upon/outside the windows/elevations/Balcony and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
21. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. The Promoter shall cause an Adhoc Committee of the Service Apartment, /Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Service Apartment, /Unit Owner who may be nominated and/or selected by the Promoter. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.

22. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Service Apartment, /Unit.
23. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In-charge in writing .
24. The occupants shall ensure that no garbage shall be permitted to accumulate in in any exposed area and always to keep the same neat and tidy and well maintained.
25. The elevation/exterior part will always be considered as part of Common areas wherein not to bring about any change in the exterior color scheme or design or any change in the façade and to maintain the same at all times in order to preserve the aesthetics of the Complex . The Association shall also be empowered to maintain the common areas .
26. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter.
27. Watchman, driver, domestic servants or any other person employed by the Service Apartment, / Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas
28. The Service Apartment, /Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
29. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.

30. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
31. Any work men temporarily employed by any Service Apartment, /Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Service Apartment, / Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association as the case may be.
32. The Service Apartment, /Unit Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Promoter / Association will be competent to impose fine on the offenders.
33. Smoking will be prohibited within the residential / commercial areas save and except specified smoking zones where only smoking will be permitted . Similarly drinking alcoholic drinks in the common areas of the Project will be strictly prohibited
34. All visitors to the respective Service Apartment, /Units will be filtered at the entrance and permitted entry only on proper authorization from the Service Apartment, /Unit Owner .
35. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
36. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.

37. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
38. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
39. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Service Apartment, /Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
- 37 To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association.
39. To remain fully responsible for any pets which may be kept by the Service Apartment, /Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.



41. To carry out proper pest control treatment in the said Service Apartment, / Unit at the cost of the Allottee.
42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Service Apartment, /Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Not to have nor create any place of worship in any common part or portion of the building or the Complex ~~However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only~~ and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..
44. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
45. Not to use the Service Apartment, /Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business in the opinion of the Maintenance In Charge.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Service Apartment, /Unit nor to permit or suffered to be done into or upon the Service Apartment, /Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public/Political function in any part of the property,
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or

become a source of danger or which might injure the conducting media or the drainage system of the residential complex.

49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Allottee agrees and acknowledges that the Promoter shall have the unconditional and irrevocable right to sell , transfer, lease, encumber and/or create any right title interest in the unsold units and the Allottee shall not object to or impede the sale of any unsold stock such as apartment, Servant's Quarter, car/two wheeler parking space to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper without requiring any consent of the Allottee. In case the Allottee directly or indirectly breaches this undertaking , he shall be liable to pay appropriate damages to the Promoter .
51. The Allottee hereby agrees and undertakes to not , in any manner , impede and to prevent to the best of his ability , all other Allottees of Units from impeding the ability of the Promoter or its representatives to enter into the building and /or the Project or the Common areas for the purpose of showing any unsold units to prospective purchasers or brokers and/or showing the building project to investors or other 3<sup>rd</sup> parties and, or, in general for any marketing, promotional. Photographic or other legitimate purposes of the Promoter. In case the Allottee directly or indirectly breaches this undertaking he shall be liable to pay an amount equivalent to 0.5 per cent of the Total consideration of his/their Unit for every day till the time such breach continues the charge will be payable within 15 days from the receipt of a written notice from the Promoter and the Promoter shall have alien over the Unit for such amount till payment in full is made.
52. The Purchaser hereby agrees and acknowledges that at the time of handover to the Association , the Promoter shall earmark certain parking spaces for use by such unsold units or as may be advised by the Promoter and the Allottee hereby agrees and shall cause the Apex body to ensure that these car parking spaces are kept available for use by Promoter/the buyers of the unsold units.
53. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or

ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc shall not be done or permitted within the said Complex and the Service Apartment, /Unit Owners shall strictly abide by maintaining such rule/restriction. The Service Apartment, /Unit Owners of all caste, creed and religion shall be bound by this..

54. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
55. Not to install any air conditioner, except in the approved places and approved method.
56. Not allow or use any cable , internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged. The Promoter may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoter with the Service Provider shall be honored.
57. Pay such further deposits/sinking fund contributions as required by the Promoter/FMC/ Association time to time for the common purpose and to keep the Complex one of the Best in the world.
58. Only drills (and not manual hammers) can be used to drive nails/screws into the walls of the Service Apartment, /Unit . However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the FMC or the Association as the case may be(in order( to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires).
59. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines Fine may be imposed in case of failure to do so.
60. The **lobbies and all common areas of the complex** should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free..

61. No games or sporting activities are allowed which may cause damage to the windows of units, to the landscaped gardens and the common facilities of the Complex.
62. No tenant will be allowed to occupy any Unit unless such tenant is introduced by the Allottee to the Promoter or the Association, or the FMC and the Allottee will have to provide Police NOC, if required so that he may be recognized as a bona fide occupant of the Unit for security purposes subject to up to date payment of Maintenance Charges..
63. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas and the Allottee shall not trespass or allow any person to trespass over lawns and green plants within the Project
64. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
65. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Service Apartment, /Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body or the Association.
66. Electrical fitting can only be made within underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
67. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any .
68. Car Parking stickers should be obtained from the Promoter, Maintenance Body or the Association to track authorized vehicles.

69. The Promoter or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
70. The Promoter, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :
- (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body/Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Service Apartment, /Unit, if undertaken by the Allottee the said repair of interior work shall be done between reasonable hours so as not to cause any annoyance , nuisance and/or disturbance to the other co- buyers of the complex.
  - (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities , such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
  - (v) All Service Apartment, /Units, except those specifically meant for non-residential purpose shall be used for residential purpose only. No residential unit shall be used for commercial use or use as guest house.
71. Every Allottee shall, undertake and complete all maintenance and repair work within his own Service Apartment, /Unit , which if delayed , is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association.
72. The Individual Unit Owners must take utmost good care of the wooden doors to keep them in good condition by taking the following simple steps:

- (i) Door, Frame and Hardware should be cleaned every week by dry cloth;
  - (ii) Door should be opened and closed at least twice a week
  - (iii) Painting/ Polishing work should be done in every 2 years or if required early by observing the paint quality
  - (iv) Room should be cleaned by anti infective floor cleaner at least twice a week
  - (v) Bathroom Floor near door should be kept dry and proper ventilation should there in the bathroom.
  - (vi) Polish should be done by professional polisher and branded materials should be used to avoid blistering.
  - (vii) Door/ Frame should be painted by using oil based primer 2 coats +putty as required + 2 coats of paint.
73. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress and further the Owner or occupier of any Service Apartment, /Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted , any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
74. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
75. No Service Apartment, /Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Service Apartment, /Unit if the same shall disturb or annoy other occupants of the building..
76. Each Owner shall keep such Service Apartment, /Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances. Penalty will be imposed on any occupant who is caught .

77. The Allottee shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee shall make himself liable to pay damages and even police action.
78. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
- ~~79.~~ No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Bungalow/Row House excepting such as shall have been approved by the Promoter. The Bungalow/Units have been designed for split air conditioning only with provision for keeping outdoor units of the AC System or route to take refrigerant piping or water drainage lines, and the Allottee shall have to strictly follow while installing their AC Units.
79. The Service Apartment, /Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System and also the route to take refrigerant piping or water drainage lines , which the Allottee shall have to strictly follow while installing their AC Units.
80. Allottees cannot cover open terrace by any other means except by temporary awnings with prior permission of the Promoter and/or the Association of Service Apartment, Owners..
81. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Service Apartment /Unit-Owner/Lessee in whose Service Apartment, /Unit it shall have been caused.
82. No radio or television aerial, electrical and telephone installation , machines etc shall be attached to or hung from the exterior or the roof of the building by the occupants.

83. If any electrical points are installed on shear wall/RCC Wall of the Service Apartment, /Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
84. Garbage from the Service Apartment, /Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
85. After the Purchase the Unit Owner shall get his Unit mutated. In case of default by the Apartment Owner, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Owner the Unit Owner is bound to bear and pay all costs, charges and expenses including professional fees.
86. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
87. Ensure that the domestic help/service providers visiting the said Service Apartment, /Unit use only the common toilets and while so using, keep the common toilets clean and dry.
88. Use the spittoons / dustbins located at various places in the Project. The Allottees and their guests are expected to dispose off all rubbish and wastes in the pre positioned dust bins/spittoons
89. Not to install any collapsible gate outside the main door / entrance of the said Service Apartment, /Unit.
90. Not to sub-divide the said Service Apartment, /Unit and the Common Areas, under any circumstances.
91. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Service Apartment, /Unit, the parking space, if any,



the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

92. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Service Apartment, /Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a Builder's standardized name plate outside the main door of the said Service Apartment, /Unit.
93. Not to install or keep or run any generator in the Said Service Apartment, /Unit or the Garage/Parking space, if any.
94. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
95. Not to overload the club passenger lifts or other lifts as the case may be and not to move goods through passenger lift but from the staircase/service/goods lift of the Building if provided therein.
96. Not to cover the fire exits and balconies/terraces of the said Service Apartment, /Unit.
97. The balconies in the Service Apartment, /Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles /shade/color scheme in Walls of Balcony shall not be allowed. However, if Allottee still wants to put up railing, he can do so only if Architect permits him to do but in that case the visual appearance may change marginally
98. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Complex . The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee is advised to take legal recourse.
99. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including

but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit .

98. The Allottee shall not make the Promoter responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Promoter shall however make all reasonable efforts to set right the same as soon as possible;
99. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Promoter in connection with or for common purpose or incidental to any services of the said Complex.
100. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
101. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
102. House rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association
103. Not to raise any objection in the Promoter's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings with/**without** Unit and the considerations for these rights will be received by the Promoter.
- 104 To co-operate with the other Co-Owners and the Promoter/ Maintenance in charge in the management and maintenance of the said Project.
- 105 To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
- 106 The lake / Water body(if provided) is not to be used for swimming, bathing commercial fishing etc.
- 107 If the Promoter installs Composter or any other environment friendly equipment in the Housing Complex for maintaining clean environment , in that case after formation and hand over of common purposes, the Association of Service Apartment, Owners will continue to maintain the same in future.
- .108. The position of Kitchen and Toilets in each floor of Building blocks as per original plan cannot be shifted as it would affect the drainage system. It is the prerogative of

the Unit Owners to preserve the Unit as per the Plan and any modification of the plan by shifting the toilet/kitchen from its original position to another position is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.

- 109 The Promoter or the Association may implement a system of imposing penalty on occupants who due to neglect or even otherwise commit acts of nuisance in the complex or for any non compliance and
- 110 The Promoter and/or the Association shall have the authority to issue directives to the Unit Owners to follow norms and adopt preventive measures in order to prevent spread of any infectious disease .
111. The Allottee hereby accepts , confirms and declares that the covenants of the Allottee as conceived in this Agreement shall run perpetually and also bind the Allottee and his/its successors in title and that the Allottee shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Agreement.
112. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Promoter on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee . The Allottee further agrees , confirms declares and undertakes that considering the size and scale of the project , the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants .
113. The Allottes shall have no right to interfere with in any manner , any project or activity within the Project save and except through the Advisory Body consisting of the Promoter and the Block representatives.
- 114 The promoter shall have the right o re-enter and take possession of the Unit in default of observance and performance by the Allottee of any of the terms and conditions and covenants on its part.
115. The Allottee shall have the Unit/Plot separately mutated and assessed in its name in the records of all concerned Authorities and shall accordingly.
116. The Allottee shall continue to keep deposited the amount of the 'Sinking Fund' and/or other Deposits by whatever name called, if any, with the Promoter and deposit such further sum if so required on demand with the Promoter or the FMC.

**.THE SCHEDULE -J ABOVE REFERRED TO**

**(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers if provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Service Apartment, in your building.
5. Dispose of unwanted items from your Service Apartment, .These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Instal Fire equipment at proper place inside your Service Apartment, .
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.
21. Ensure that switch boards and enclosures of electrical components are

- kept clear of inflammable or combustible substances and liquids.
22. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
  23. Do not tamper with electrical equipment without adequate knowledge.
  24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
  25. To clean nozzle of the Oven regularly.
  26. Kitchen Chimney should be cleaned every month.
  27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
  28. Always store the LPG Cylinder in an upright position.
  29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
  30. Never tamper with LPG cylinder.
  31. Strike the match first and then open the burner knob of the stove.
  32. Fix Safety cap on the valve when the cylinder is not on use.
  33. Do not place cylinder inside a closed compartment.
  34. Keep the Stove on a platform above the cylinder level.
  35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
  36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
  37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
  38. Keep portable size Fire extinguisher for kitchen.
  39. Gas leak detector may be installed in kitchen.
  40. Buy Gas pipe of approved quality from authorized distributor only.
  41. Keep windows open to ventilate the kitchen.
  42. Fire Crackers must be handled under supervision.
  43. Fire Crackers should be lit only at designated areas

**THE SCHEDULE -K ABOVE REFERRED TO**

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

Sl.No	Maintenance Area	Item No	RULES

1.	SECURITY SERVICES	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Complex compound
		iii	Guarding the Complex
		iv	Control Traffic and and prevent jams within internal roads and pathways
		v	Switching On/Off common lights
		vi	The operation of water supply when needed
		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire Fighting equipment when needed
2	GARDEN & LAWN	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iv	Water down all fertilisers

		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimise use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
3.	SWIMMING POOL	i	Trained life guards to be present at all times;
		ii	Upkeep of filtration system, pumps and pool surface ;
		iii	Keep a close eye on children and children below 12 years should not enter the pool unsupervised.
		iv	To be open for use at specified timing.
		v	Always have a shower before getting into the Pool.
		vi	Use of goggles is advised to avoid irritation to eyes.

		vii	Avoid use of pool if bottom of the Pool is not clearly visible
		viii	Do not carry glass objects, sharp objects or anything that can damage the pool.
		ix	Swimming Pool should be cleaned regularly with disinfectant and maintain the pH balance of water .
		x	Water recirculation system should be checked daily.
		xi	Changing rooms should be monitored for safety.
4.	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law. <a href="#">xxd</a>
5.	GYMNASIUM	i	Should have a qualified experienced



			trainer
		ii	Children below 16 years should not be allowed in Gym.
		iii	Usage of adhesive tape on floor not allowed.
		iv	AMC of equipments to be maintained.
		v	To be used at specified timing only
		vi	Outdoor shoes not to be permitted inside the Gym.
		vii	Keep a first-aid kit ready
		viii	Daily floor cleaning is recommended
		ix	Belts, chains and cables should be aligned with machine parts.
		x	Fire extinguisher should be functional at all times.
		xi	Entry and exit should be marked and monitored.
6.	WATER TANKS	i	Drinking water will be supplied by Deep tubewell with filtered plant or by municipal water
		ii	Should be cleaned at regular intervals by a trained agency.

		iii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iv	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		v	Trained plumber to check water supply pipe lines .
7.	MUNICIPAL WATER	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;
		iii	The Complex may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular intervals.
8	STP	i	Recommended that water from STP should be used only for WC flush usage and gardening.
		ii	Inspect the treatment plant regularly.
		iii	Prevent any harmful substance, wastes, anti bacterial detergents and other hazardous objects from entering

			the Plant.
		iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non functioning STP and for discharging sewage water into the drainage system.
		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
			Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.
			To abide by laws if any in this regard for operation and maintenance of the STP
9	SEPTIC TANK	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position

		iv	Remove excess sludge periodically
10	BOREWELL WATER	i	Water softener may be installed if water is to be used for drinking purpose
		ii	Can be recharged by rain water
		iii	Regular testing of ground water should be done.
11	STORM WATER DRAINAGE	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage
		iv	The outlet of the storm drainage should be covered with gratings.
12.	GARBAGE COLLECTION	i	Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .
		ii	Garbage bags should be used for maintaining heigene.

		iii	There should always be a trolley placed under the garbage chute.
		iv	Follow the caution signals that are mentioned on the Chute .
		v	Do not throw boxes bigger than the size of the door of the chute
		vi	Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
		vii	Manual cleaning of the moist place near the exit of the garbage once in 15 days.
		viii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.
13	ORGANIC WASTE COMPOSTING (OWC)	i	Segregate the daily waste into recyclable and non recyclable waste
		ii	The OWC machine should not be over loaded than its capacity.
14.	LIFT/ELEVATOR	i	AMC to a reputed service provider /agency . It is always recommended to

			provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.

15	<b>FIRE FIGHTING EQUIPMENT</b>	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be Done
		v	Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		viii	Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time.
		ix	Assembly point in the Complex compound should be clearly indicated.

16.	<b>RAIN WATER HARVESTING</b>	i	<b>Regular maintenance to avoid rodents, algae growth and insects.</b>
		ii	<b>Mosquito proof container should be used for storing rain water</b>
		iii	<b>The system should be periodically maintained so as to keep the system clean and operational.</b>
		iv	<b>Storage tank should be properly covered and secured.</b>
		v	<b>Do not throw any toxic material in the system.</b>
17.	<b>GREEN BUILDING (if the Phase / Complex is certified by IGBC / Griha or any other rating agency)</b>	i	<b>The Association Management Committee should update itself with all requirements of a Green Building and keep the records available</b>
		ii	<b>The services of a Green Building Consultant should be retained.</b>
<b>UNIT INTERNAL MAINTENANCE RULES</b>			
18	<b>INSTALLATION OF</b>	i	<b>Should be installed at pre-designated point.</b>



	<b>AIRCONDITIONER</b>		
		<b>ii</b>	<b>In case of split AC , the compressor unit should be installed with firm support.</b>
		<b>iii</b>	<b>In case of leaking pipes to get the same repaired immediately.</b>
		<b>iv</b>	<b>All wires should be passed through ducts.</b>
		<b>v</b>	<b>Open wiring outside the walls is not allowed.</b>
		<b>vi</b>	<b>No core cutting should be done in beams or columns or slabs for ducting purposes.</b>
		<b>vii</b>	<b>Club house multiple AC exhaust unit may be facing towards Unit balcony and bedroom window.</b>
		<b>viii</b>	<b>The drainage pipes of ACS are fitted into the Unit as per consultant's drawing.</b>
		<b>ix</b>	<b>Electrical &amp; AC points are designed with electrical consultant as per the furniture lay-out of the builder. If any change is regard by the Allottee he can do so on his own exp</b>
		<b>x</b>	<b>To use A/C unit URF system having maximum cop of 4 and 20% reduction</b>

			in LPD.
<b>19</b>	<b>COOKING GAS</b>	<b>i</b>	<b>Ensure proper ventilation and follow norms laid down by Gas agency.</b>
		<b>ii</b>	<b>Children should not operate any equipment.</b>
		<b>iii</b>	<b>Gas cylinder installation should be carried out by Gas supply agency.</b>
		<b>iv</b>	<b>Do not accept a gas cylinder with safety cap broken.</b>
		<b>v</b>	<b>The cylinder or the gas hose pipe should be placed away from heat source.</b>
		<b>vi</b>	<b>Turn the regulator to 'OFF' position when Gas not in use.</b>
		<b>vii</b>	<b>Periodically check the gas valve, hose pipe condition for any leak.</b>
		<b>viii</b>	<b>Change the gas pipe(rubber tube) every six months.</b>
		<b>ix</b>	<b>In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.</b>

20	CCTV OF INDIVIDUAL FLATS	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should be displayed.
21	DISH TV OF INDIVIDUAL FLATS/UNITS	i	The Antenna should be installed at the pre-designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
22.	PLUMBING	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.

23	MATTERS THAT NEED PERMISSION FROM FIRE SAFETY DEPARTMENT	i	<p>Changes in Pipeline</p> <p>Changes in gas pipe line</p> <p>Changes in Fire fighting Equipment</p> <p>Changes in Smoke Detectors</p>
24	MATTERS THAT NEED PERMISSION FROM GOVERNING BODY OF COMPLEX	i	<p>Changes to entry to your house</p> <p>Renovation to be done</p> <p>Pest treatment</p> <p>Installing TV Antenna</p> <p>Putting grill in balcony</p> <p>Putting security door outside the entrance</p> <p>Installing temporary cover on roofs</p>
25.	LAKE / WATER BODY / FISHING DECK / WATER FOUNTAIN	i	To keep the water of the lake clear / free of weeds, growth and wild plantation.
		ii	Upkeep of fountain system, pumps and water surface ;
		iii	Keep a close eye on children and children below 12 years should not enter the fishing deck unsupervised.

		iv	To keep the deck open for use at specified timing with proper required security arrangements.
		v	To keep fishing deck wood work polished/ painted for life sustenance
		vi	To keep the fishing deck canopy, railing, lights, seats, gates etc well maintained and beautified.
		vii	To keep the water fountain and it apparatuses, pumps, motors, floaters, lights, electrical well services and maintained for proper operation.
		viii	To fix time period of operation of water fountain.
		ix	To keep the boundary wall of the water body / lake and the sitting area around it in neat and clear condition.
		x	To keep the landscaping plants and trees along side the lake boundary well maintained.
		xi	To dose the lake with necessary chemicals to ensure the sustenance of fishes etc and to do all necessities for ensuring continued population of fishes for fishing purposes.
26	DG		1. DG will not be auto. It will be manual.

			<p>2. Power from DG can be utilized for running Light, Fan, Freeze, TV (not all at a time) maximum load ___KVA</p> <p>3. Use of excess load will cause disconnection.</p>
27	WASTE MANAGEMENT		<p>To inform the Maintenance In-charge the amount of outbound garbage, expected to be generated in the said Serviced Residence enabling the Maintenance In-charge to consult, if required, the local municipal authority and put a system in place for disposal of the garbage. Such outbound garbage will be disposed of at such time as be specified by the Maintenance In-charge from time to time and the Allottee must ensure that outbound garbage shall be stored within the limits of the said Serviced Residence till the time of disposal. The Allottee shall not store the garbage and unused material in the Residences Block Common Portions and/or in any other portions of the said Premises.</p>

**THE SCHEDULE -L ABOVE REFERRED TO**

**(COMMON AREA MAINTENENCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
  
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the

Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.

3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, **Sewage treatment plant** forming part of the Project as well as the entire Housing Complex.
6. Paying salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common areas as may be necessary in connection with the upkeep of the Project.
7. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas..
8. Cleaning as necessary the external walls and windows (not forming part of any Service Apartment, ) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning and lighting as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Service Apartment, .
14. 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 development or any part thereof so far as the same is not the liability of or attributable to the Service Apartment, of any individual lessee of any Service Apartment, .
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Service Apartment, s.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Service Apartment,
18. Insurance of buildings, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
22. Electric Supply system;
23. Electric Generating Set;
24. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
25. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
26. Decorative Water Fountains
27. Costs and expenses relating to plantation of trees , maintenance of gardens and supply of water to the gardens.
28. Any other expense for common Purpose

## **SCHEDULE -M**

### **FIT-OUT GUIDE**

#### **1. Introduction**

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



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

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

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

1.3.2. in compliance with the SoP.

## 2. PRE-FITTING OUT ACTIVITIES

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

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

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

2.4. Before commencing Fitting-Out Works, the Unit Owner shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:

2.4.1. comprehensive all risks insurance policy covering damage to the property; and

2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Owner shall provide a declaration stating that

the workmen's compensation policy has been obtained for every employee and worker.

### 3. EXECUTION OF FITTING OUT WORKS

- 3.1. The Fitting Out Works is required to be undertaken by the Unit Owner or its duly appointed contractor, in compliance with the instructions specified in this regard -
- 3.2. The Unit Owner shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:
  - 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as maybe specified from time to time; and
  - 3.2.2. only after obtaining photo identity card from the Property Management Team.
- 3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP - If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Owner to rectify the discrepancy and issue a **Notification of Discrepancy** to the permit holder - The Unit Owner shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Owner shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Owner shall inform the Property Management Team - who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.
- 3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Owner or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Owner fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be

permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work

- 3.5. The Unit Owner further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting / fixtures . If so required, Unit Owner shall remove such installation, partition or any article to permit the said replacement or installation to execute the said replacement or installation work.

#### 4. Tiles Care and Maintenance Guidelines

- 4.1 It is important to take proper care and maintenance of the tiles installed within your residential / commercial premises. Tiles not only enhances the aesthetics of your space but also contributes to its functionality. Therefore, it is essential to enhance their longevity and quality.
- 4.2 To maintain the appearance and performance of your tiles, here are some important care guidelines:
- 4.3 . **Regular Cleaning**: Regular cleaning is crucial to prevent the accumulation of dirt, grime, and stains on the tiles' surface. Please use a soft broom or a vacuum cleaner to remove loose dirt and debris. For a more thorough clean, mop the tiles with a mild detergent and warm water solution, ensuring that no abrasive materials are used to avoid scratching the tiles.
- 4.4 . **Avoid Harsh Chemicals**: Harsh chemicals, such as bleach, ammonia, or acidic cleaners, should be avoided as they can damage the tiles and their grout. Instead, please use pH-neutral cleaning solutions specifically designed for tiles. Always follow the manufacturer's instructions when using any cleaning product.
- 4.5 **Grout Maintenance**: The grout between tiles plays a vital role in keeping them in place and preventing moisture penetration. We kindly request you to regularly inspect the grout for cracks or signs of deterioration. If necessary, please inform the maintenance team promptly to repair or replace damaged grout to prevent further damage to the tiles and subfloor.
- 4.6 **Protection from Impact**: While tiles are generally durable, they can chip or crack under heavy impact. We urge everyone to take precautions to protect the tiles from

sharp or heavy objects. Please use furniture pads under heavy items and rugs or mats in high-traffic areas to minimize the risk of damage.

- 4.7 **Preventive Measures:** To avoid scratches and wear, we recommend placing doormats at entrances to trap dirt and debris. Please use felt or rubber pads under furniture legs to prevent scratching when moving or shifting items. Additionally, please refrain from dragging heavy objects across the tiled surface.
- 4.8 By following these care guidelines, we can collectively ensure that our tiles remain beautiful and functional for years to come. We kindly request your cooperation in sharing this information with your colleagues or fellow residents to promote awareness and proper tile care practices within our residential/commercial community.

## **5 Do's and Don'ts of Tile Care**

- 5.1 DO NOT : Use steel wool pads, scouring pads, or any item containing harsh aids like metal.
- 5.2 DO NOT: Clean using ammonia. Ammonia will discolor the grout.
- 5.3 DO NOT : Use cleansers that contain any bleach and/or acid for cleaning and maintenance.
- 5.4 DO NOT : Use any oil-based detergents, wax cleaners, or sealants in the maintenance of your tiles.
- 5.5 DO NOT : Use agents that contain dye/color on stone or unglazed ceramic tile.
- 5.6 DO : Seal on all grouted joints.
- 5.7 DO : Test scouring powders on a small area or a sample tile first (would not be recommended for natural stone)
- 5.8 DO: Have any damaged or broken tiles removed and replaced only by a qualified contractor.

## **6 CHARGES AND DEPOSITS**

### Charges

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

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

### Deposits

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

6.3.1 to make good to Promoter's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;

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

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

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

## 7 COVENANTS

7.1 The Unit Owner agrees and undertakes to

7.1.1 Obtain prior approval of Promoter and/or Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the

common area unless prior approval is obtained from the Property Management Team;

- 7.1.2. Submit to Promoter and the Property Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;
- 7.1.3 Maintain at its/his/her cost and expense all internal fixtures & fittings, doors, windows, housekeeping and pest control;
- 7.1.4 Inside the Said Unit, display the information pertaining to the layout of the Said Unit, name of the architect, supervisor name, address and telephone number, list of vendors, address and name of the in charge along with telephone / mobile numbers;
- 7.1.5 At the main entrance of the Said Unit, display a notice stating “**under maintenance;**” and Provide his / her/their emergency contact details. The Unit Ownefr expressly agrees and acknowledges undertaken by the Unit owner under this Guide are mainly for securing the beneficial enjoyment of the other properties in the Said Complex by other unit - holders and is not repugna nt to the interes t o f th e Uni tOwner gra nted h ereunder

## **8 ASSISTANCE BY PROMOTER AND PROPERTY MANAGEMENT TEAM**

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

8.2 shall nominate a representative as a one point contact to

interact with the Property Management Team in all work relating to the Fitting Out Works prior to the commencement of the Fitting Out Works.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owner(s).....

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

- 1.
- 2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter at \_\_\_\_\_ in the presence of :

- 1.
- 2

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: at \_\_\_\_\_ in the presence of :

1.

- 1.
- 2

ANNEXURES

<b>ANNEX-A</b>	<b>Copy of the proposed layout plan of the Said Entire Complex showing the present phase and also future proposed development as disclosed by the Promoter in his registration</b>
<b><u>ANNEX-B</u></b>	<b>Copy of the Unit Plan which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.</b>
<b><u>ANNEX-C</u></b>	<b>Copy of Floor plan of the said Apartment,</b>
<b><u>ANNEX-D</u></b>	<b>Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.</b>