

DEED OF CONVEYANCE

This Deed of Conveyance (“**Agreement**”) is entered into on this (____) day of (____) 2024 at (____).

BY AND BETWEEN:

1) REHAN JAVED (PAN ACSPJ7133K, Aadhaar No. 9231 2925 2682) and (2) IRFAN JAVED (PAN ACSPJ7131M, Aadhaar No. 3072 6088 5058) both sons of Javed Akhter residing at 13/2C Palm Avenue, Post Office - Ballygunge, Police Station - Karaya, Kolkata 700019, hereinafter referred to as the “**OWNERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors and/or assigns) of the **FIRST PART**.

AND

ATK STONEWORKS LLP (having **LLPIN ABA-7406** and **PAN ABXFA7166P**) a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmad Kidwai Road, Post Office – Taltola, Police Station – Taltola, Kolkata- 700016, represented by its Designated Partner **SYED ABRAR IMAM** son of Syed Mohammed Nemet Imam residing at 72, Tiljala Road, BL-V, Flat No. 4A, Gobinda Khatick Road, Kolkata 700046, Police Station - Tiljala, Post Office - Gobinda Khatick Road (**having PAN- AAHPI8261L, Aadhaar No. 6744 0235 7855**), hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**.

(The Owners and the Promoter shall jointly and collectively be referred as the “**TRANSFERORS**” for the purpose of brevity and where the context so permits it shall refer to only such of it as is concerned with the relevant matter(s)/issue(s))

AND

[If the Allottee is an Individual]

(____), son of (____), (**PAN:** _____) (**Aadhaar No:** _____), residing at Post Office: (____), Police Station: (____), Pincode (____) (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrators, successors and/or permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Company]

_____ (**CIN** _____) (**PAN** _____); a company within the meaning of the Companies Act, 2013, having its registered office situated at (____), Post Office: (____), Police Station: (____), Pincode (____), represented by its Director/Authorized

Representative/Authorized Signatory (____) (**PAN** _____) (Aadhaar No. _____), son of (____), working for gain/residing at (____), Post Office: (____), Police Station: (____), Pin (____), authorized *vide* board resolution dated (____), (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a LLP]

_____ (**LLPIN** _____) (**PAN** _____); a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office situated at (____), Post Office: (____), Police Station: (____), Pincode (____), represented by its Designated Partner (____) (**PAN** _____) (**Aadhaar No.** _____), son of (____), residing at (____), Post Office: (____), Police Station: (____), Pincode (____), authorized *vide* resolution of the Partners dated (____), (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

_____ (**PAN:** _____), a partnership firm established under the Indian Partnership Act, 1932 and having its office at (____) Post Office: (____), Police Station (____), Pincode (____), represented by its Partner (____) (**PAN:** . _____), (**Aadhaar No:** . _____), son of (____) and residing at (____) Post Office: (____), Police Station (____), Pincode (____) authorized *vide* resolution of the Partners dated (____), (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Trust/Society]

_____ (**PAN:** _____), a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at (____) Post Office: (____) Police Station (____), Pincode (____) and represented by its _____, (**PAN:** _____), (**Aadhaar No:** . _____), son of (____) and residing at (____) Post Office: (____), Police Station (____), Pincode (____), (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the governing body of the society/ trust for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an HUF]

_____ (**PAN:** _____), (**Aadhaar No:** _____), son of (____), residing at (____) Post Office: (____), Police Station (____), Pincode (____) for self and as the *Karta* of the Hindu Joint *Mitakshara* Family known as (____) **HUF** (**PAN:** . _____), having its place of business/residence at residing at (____) Post Office: (____), Police Station (____), Pincode (____) (hereinafter referred to as the “**ALLOTTEE**”, which expression shall

unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

(The Transferors and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS:

- A. The Owners are absolutely and lawfully entitled to the land parcels more fully and particularly described in Part I of **Schedule A** hereto (hereinafter referred to as the “**Said Land**”) and is fully seized and possessed of and otherwise well and sufficiently entitled to the Said Land. The devolution of ownership rights in favour of the Owners in respect of the Said Land is as mentioned in Part II of **Schedule A** hereto.
- B. The Owners and the Promoter have entered into a development agreement dated _____, _____ registered at the office of _____ in Book No. _____, Volume No. _____, Page Nos. _____ to _____, Being No. _____ for the year _____ for the purpose of development of the Said Land (“**Development Agreement**”). Pursuant to the Development Agreement, a power of attorney dated _____ has been executed by the Owners in favour of the Promoter which has been registered at the office of the _____, in Book No. _____, Volume No. _____, Page Nos. from _____ to _____, being No. _____ for the year _____ (“**Power of Attorney**”).
- C. The Promoter has conceptualized the construction and development of the Said Land is earmarked for the purpose of building a residential-cum-commercial project comprising one ground plus twenty three (G+23) multistoried building (“**Building**”) comprising of:
- (i) **Commercial Block:** The commercial block is at the southern-side of the building forming the front portion, which comprises of (a) [] number of retail units of various shapes and sizes located on 1st (first) floor to 4th (fourth) floor, (b) [] number of multi-level car parking spaces located on the driveway on both sides of the Commercial Block, and (c) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the EXCLUSIVE use of the allottees/owners/lawful occupants of the commercial block located in 1st (first) floor to 4th (fourth) floor of the Building (hereinafter referred to as the “**Commercial Block Common Areas**”, and more fully and particularly described in **Part I of Schedule E** and depicted in the drawings/plans marked as Annexure [] and coloured in RED) (d) demarcated fire escape lobbies and lift lobbies located in front of each of Retail Unit Nos. _____, _____, _____ on _____, _____, _____ floor (s) are dedicated to and intended for the EXCLUSIVE use of allottees/owners/lawful occupants of such Retail Unit Nos. _____, _____, _____ restricted to each of its respective floor (s) in the commercial block of the Building (hereinafter referred to as the “**Commercial Block Limited Common Areas**”, and more fully and particularly described in **Part II of Schedule E** and depicted in the drawings/plans marked as Annexure [] and coloured in BLUE). The above components (a), (b) (c) and (d) are collectively referred to as the “**Commercial Block**”; and

(ii) **Residential Block:** The residential block is on the northern-side of the building forming the rear portion, which comprises of (a) [] number of residential apartments/units of various shapes and sizes located at the rear side of building on 1st (first) floor to 4th (fourth) floor and entirety of 5th (fifth) floor to 23rd (twenty-third) floor of building, (b) [] number of servant quarters of various shapes and sizes pertaining to Unit Nos. ____, ____, ____ on ____, ____, ____ floor (s) (c) [] number of covered car parking spaces located on the ground floor of the building and [] number of multi-level car parking spaces located on the driveway on both sides of the Residential Block, and (d) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the EXCLUSIVE use of the allottees/owners/lawful occupants of the residential block located in 1st (first) floor to 4th (fourth) floor and entirety of 5th (fifth) floor to 23rd (twenty-third) floor of the Building (hereinafter referred to as the “**Residential Block Common Areas**”, and more fully and particularly described in **Part III** of **Schedule E** and depicted in the drawings/plans marked as Annexure [] and coloured in GREEN). The above components (a), (b) (c) and (d) are collectively referred to as the “**Residential Block**”; and

(iii) **Project Common Areas:** The Project common areas include the said Land and the necessary common areas, parts, portions, utilities, amenities and installations for the common use and enjoyment of the allottees/owners/lawful occupants of the Commercial Block and the Residential Block of the Project (hereinafter referred to as the “**Project Common Areas**” and more fully and particularly described **Part IV** of **Schedule E**),

and the said project shall be known as “**The burj**” (“**Project**”).

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- E. The Kolkata Municipal Corporation (“**KMC**”) has granted the commencement certificate to develop the Project vide approval dated bearing no. [].
- F. The Promoter has obtained the final layout plan approvals for the Project from KMC vide building permit no. _____ dated _____ for the Project from the KMC. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (as applicable to the State of West Bengal) (“**Act**”) and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (“**Authority**”) at Kolkata under Registration No. (____), which is valid till (____).
- H. The Allottee has applied for a [residential apartment/retail unit] in the Project vide Application No [] dated [] and has been allotted All That [Residential

Apartment/Retail Unit] no [] type [] having carpet area of [] square metre ([] square feet) [along with an exclusive balcony area of [] square metre ([] square feet)] [and an exclusive open terrace area of [] square metre ([] square feet)] appurtenant to the carpet area of the [residential apartment/retail unit] along with a servant quarter having carpet area of [] square metre ([] square feet) (corresponding to a built up area of [] square metre ([] square feet) and corresponding super built up area of [] square metre ([] square feet)) located on the [] floor in the Project (hereinafter referred to and identified as the **APARTMENT/RETAIL UNIT** (more fully described in **Part I of Schedule B** hereto) **Together With** [] number of covered car parking space(s) or right to use of [] number of multi-level car parking space(s) (“**Parking Space**”) (more fully described in **Part II of Schedule B** hereto) **Together With** the right to use of the undivided proportionate share in the Project Common Areas **Together With** the right to use of the undivided proportionate share in the [Commercial Block Common Areas and/or Commercial Block Limited Common Areas /Residential Block Common Areas]. The [Apartment/Retail Unit] [and the exclusive open terrace /[balcony] appurtenant to the carpet area of the Apartment are delineated in RED border on the map/plan of the [] floor of the Building annexed hereto and marked as **Annexure []**.

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee agrees acknowledges and understands that the Project is a mixed-use real estate project comprising the Residential Block and the Commercial Block in the single Building and therefore being an allottee of the [Residential Block/Commercial Block] the Allottee shall not have any rights whatsoever and in howsoever manner in the [Residential Block Common Areas/Commercial Block Common Areas] as the said [Residential Block Common Areas/Commercial Block Common Areas] shall at all times and for all purposes remain in the common ownership and dedicated common use and enjoyment of only the allottees/owners/lawful occupiers of the [Residential Block/Commercial Block].
- K. 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.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Transferors hereby agrees to transfer and sale and the Allottee hereby agrees to purchase the [Apartment/Retail Unit] as specified in paragraph H.
- N. Unless defined in the body of the Agreement, capitalized terms used herein shall have the meanings assigned to such terms in **Schedule H**.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Transferors agree to sell to the Allottee and the Allottee hereby agrees to purchase the [Apartment/Retail Unit] as specified in paragraph H.
- 1.2. The Total Price for the Apartment/Retail Unit based on the carpet area thereof is INR [●] (Indian National Rupees [●] only (“**Total Price**”), the break-up and description of which is as provided herein below:

Apartment/Retail Unit no [.]	
Type [.]	
Floor [.]	
Break-up of Total Price:	
Cost Head	Price (in Rupees)
Cost of Apartment/Retail Unit	[.]
Cost of Servant Quarter, if any	[.]
Cost of exclusive balcony or verandah areas	[.]
Cost of exclusive open terrace	[.]
Cost of Car Parking Spaces (If applicable)	[.]
Total Consideration of Apartment/Retail Unit	[.]

- 1.2.2 The Total Extras and deposits in respect of Apartment/Retail Unit is Rs. _____/- (Rupees _____) only (“**Total Extras and Deposits**”).

Extra Charges and Deposits :	
Block Maintenance Charges for 2 (Two) years (as per clause ___)	[.]
Project Maintenance Charges for 2 (Two) years (as per clause ____)	[.]

Maintenance Corpus/Sinking Fund	[.]
Documentation Charges	[.]
Diesel Generator Power Backup- Generator charges for limited back up	[.]
Property tax deposit- This amount is payable on actauls against proportionate share of Property Tax for the Apartment/Retail Unit for (___) _____ months.	[.]
Extra EDC Charges (Integrated intercom system , Wiring for Cable connection and Space provided for VRV /ODU	[.]
Transformer Charges & Electricity Charges- This amount is payable for the Apartment/Retail Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the Project. Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	[.]
Association Formation Charges	[.]
Total Extras and Deposits (in Rupees)	Rs. _____/-

1.2.3 The Total Taxes (GST and/or Service Tax) paid in respect of Apartment/Retail Unit and on Extra Charges is Rs. _____/- (Rupees _____) and Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) only (“Total Tax”).

Explanation:

- (i) The Total Price above includes the Booking Amount (defined below) paid by the Allottee towards the Apartment/ Retail Unit.
- (ii) The Total Price above excludes Extra Charges, Deposits, taxes (consisting of tax paid or payable by way of G.S.T., C.G.S.T, S.G.S.T, I.G.S.T, if any as per Applicable Law, and cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Apartment/ Retail Unit to the Allottee and/or the execution of the deed of conveyance, whichever is earlier.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.
 - (iv) The Total Price of the Apartment/Retail Unit includes the cost of construction of Project Common Areas, Commercial Block Common Areas and/or Commercial Block Limited Common Areas, Residential Block Common Areas (more fully described in **Part I - Schedule C**) as mentioned in this Agreement.
- 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 any increase in area and/or the 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 and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4. The Allottee shall make the payment of the Total Price as per the payment plan set out in **Part II - Schedule C** (“**Payment Plan**”).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** in respect of the Apartment/ Retail Unit except as agreed upon, without the previous written consent of the Allottee:
- Provided that the Promoter may, make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. The Promoter shall confirm the final carpet area that have been allotted to the Allottee after the construction of the Building is complete and the Partial or Full Completion Certificate is granted by the KMC, 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 (beyond the agreed tolerable deviation) then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with interest at the rate specified in Rule 17 of the WBRERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet

area, allotted and sold to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Part II Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8. Subject to the Allottee the Promoter agrees and acknowledges that the Allottee shall have ownership rights in respect of the Apartment/ Retail Unit as mentioned herein:

- (i) The Allottee shall have exclusive ownership rights in respect of the Apartment/Retail Unit and the exclusive right to use the Car Parking Space. The allotment of the Car Parking Space shall be made by the Promoter after issue of the Completion Certificate by KMC and such allotment shall be made by the Promoter at its sole discretion.
- (ii) The Allottee shall also have the right to use the Project Common Areas and [Residential Block Common Areas / Commercial Block Common Areas and/or Commercial Block Limited Common Areas] along with other allottees/occupants of the Project and the Promoter, without causing any inconvenience and hindrance to him/her/it/them and as per rules made in this respect including the House Rules (as may be framed by the Promoter on or before execution and registration of the Deed of Conveyance). Since the right to use of the Allottee in the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] is undivided and cannot be divided or separated, the Allottee shall use the Project Common Areas and [Residential Block Common Areas / Commercial Block Common Areas and/or Commercial Block Limited Common Areas] along with the Transferors, other allottees and occupants, without causing any inconvenience or hindrance to it/them and subject to making timely payment of the Maintenance Charges, property taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over and convey the Project Common Areas and Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas to the Association after duly obtaining the completion/occupancy certificate from KMC as provided in the Act.
- (iii) That the computation of the price of the Apartment/ Retail Unit includes recovery of price of the land and the construction of not only the Apartment but also the Project Common Areas and Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas and includes cost for providing all facilities and specifications to be provided within the Project as mentioned in **Schedules D**. The Allottee has also agreed to make timely payment of the Extra Charges and Deposits more fully described in **Part I of Schedule C**. The Extra Charges and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment/ Retail Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Land and

is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

- 1.10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Project Common Areas and Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas under this Agreement shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972 (as amended from time to time).
- 1.11. The Promoter agree(s) to pay all outgoings relating to the Apartment/ Retail Unit before selling/transferring the physical possession of the Apartment/ Retail Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the Apartment/ Retail Unit and such other proportionate 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 Allottee or any liability, mortgage loan and interest thereon before selling/transferring the physical possession of the Apartment/ Retail Unit to the Allottee, then the Promoter agrees to be liable, even after the sale/transfer of physical possession of the Apartment/ Retail Unit, 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.
- 1.12. The Allottee has paid a total sum of INR [●] (Indian National Rupees [●]) as Booking Amount being part payment towards the Total Price of the Apartment/ Retail Unit at the time of the Application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Retail Unit as prescribed in the Payment Plan mentioned in **Part II of Schedule C** whether demanded by the Promoter or not, within the time and in the manner specified therein

Provided that if the Allottee delays in payment towards any amount which is payable, he/ her/ it shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones (subject to Force Majeure and other events beyond the Promoter's control), the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter as per the bank account details provided herein below:

Beneficiary Name:

Bank:

Account No.:

Branch:
IFSC Code:

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permissions, approvals, etc. any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian National Rupees only. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. 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 Apartment/ Retail Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its 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/her/its payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the Apartment/ Retail Unit to the Allottee and the Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and Commercial Block Limited Common Areas to the Association of the allottees after receiving the partial/ full Completion Certificate from KMC. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/ her/ it and meeting the other obligations under this Agreement subject

to the simultaneous completion of construction by the Promoter as provided in the Payment Plan more fully described in **Part II of Schedule C** hereunder written.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT/ RETAIL UNIT:

The Allottee has seen specifications of the Apartment/Retail Unit and accepted the Payment Plan, the layout plan which has been approved by the competent authorities. Subject to the terms of 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 Act and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ RETAIL UNIT:

7.1. Schedule for possession of the Apartment/ Retail Unit: The Promoter agrees and understands that timely delivery of possession of the Apartment/ Retail Unit is the essence of the Agreement. The Promoter, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the Apartment/ Retail Unit on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any calamity caused by nature affecting the regular development of the Project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Retail Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 (forty-five) days from that date. After refund of the money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoter and/or the Apartment/ Retail Unit and that the Promoter shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2. Procedure for taking Possession: The Promoter, upon issue of the partial or full Completion Certificate by the KMC and upon grant of the permissions, shall offer in writing (“**Notice for Possession**”) the possession of the Apartment/Retail Unit (provided the Allottee is not in breach of any term or condition mentioned herein) to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment/ Retail Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities or documentation on part of the Promoter. The Allottee agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, from the date of taking possession and/or deemed possession (defined below). The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the partial or full completion certificate of the Project.

- 7.3. Failure of Allottee to take possession of the Apartment/ Retail Unit: Within 60 (sixty) days from receiving the Notice of Possession as per Clause 7.2, the Allottee shall take possession of the Apartment/ Retail Unit from the Promoter by executing necessary indemnities, undertakings and other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Retail Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be deemed to have taken possession of the Apartment/ Retail Unit and shall be liable to pay Maintenance Charges, as applicable.
- 7.4. Possession by Allottee: After obtaining the partial/full Completion Certificate and handing over physical possession of the apartments/retail units to all the allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Project Common Areas and Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas, to the Association, as per the local Applicable Laws.
- 7.5. Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act;

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Transferors, the Promoter herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

- 7.6. Compensation: The Owners shall compensate the Allottee in case of any loss caused to him/her/them/it due to defective title of the Said Land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force

Except for occurrence of a Force Majeure event, if the Promoter fail to complete or are unable to give possession of the Apartment/ Retail Unit (i) in accordance with the terms of this Agreement within the date specified in Clause 7.1; or (ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter, the Promoter shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price of the Apartment/ Retail Unit, with interest at the rate specified in Rule 17 of the WBREERA Rules which shall be deemed to include compensation provided under the Act within 45 (forty five) days of it becoming due or within such further time as may be agreed between the Parties.

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate specified in Rule 17 of the WBREERA Rules for every month of delay, till the handing over of the possession of the Apartment/ Retail Unit which shall be paid by the Promoter to the Allottee within 45 (forty five) days or any extended period of time of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND/OR THE OWNERS:

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

- 8.1. The Owners have marketable title with respect to the Said Land. The devolution of ownership of the Owners in respect of the Said Land is as mentioned in Part II of **Schedule A** hereunder written.
- 8.2. The Owners have actual, physical and legal possession of the Said Land for the Project and the same has been made available to the Promoter for the purpose of development and construction pursuant to the Development Agreement;
- 8.3. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.4. The owners represents that there are no encumbrances upon the Said Land and/or the Apartment/ Retail Unit;
- 8.5. To the best of the Transferor's knowledge, there are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment/ Retail Unit;
- 8.6. All approvals, licenses and permits issued by the KMC and/or other statutory or local authorities with respect to the Project, Said Land and the Apartment/ Retail Unit are valid and subsisting and have been obtained by following due process of law. Further, the Transferors have been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Said Land, Building, Apartment/ Retail Unit and Project Common Areas, Commercial Block Common Areas and/or Commercial Block Limited Common Areas, Residential Block Common Areas;
- 8.7. The Transferors have the requisite and necessary right to enter into this Agreement and neither of them have committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 8.8. The Transferors have 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 Apartment/ Retail Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.9. The Transferors confirm that the Transferors are not restricted in any manner whatsoever from selling/transferring the Apartment/ Retail Unit to the Allottee in the manner contemplated in this Agreement;
- 8.10. At the time of execution of the proposed deed of conveyance, the Transferors shall hand over lawful, vacant, peaceful, physical possession of the Apartment/ Retail Unit to the Allottee;
- 8.11. The Said Land or the Apartment/ Retail Unit 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 Apartment/ Retail Unit;
- 8.12. The Transferors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies,

impositions, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Land including the Project and the Apartment/ Retail Unit to the authority till the partial or full Completion Certificate is issued;

- 8.13. 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 Apartment/ Retail Unit) has been received by or served upon the Transferors in respect of the Said Land and/or the Project and/or the Apartment/ Retail Unit, to the best of their knowledge; and
- 8.14. The Said Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to offer to provide ready to move in possession of the Apartment/ Retail Unit to the Allottee within the time period specified in Clause 7.1. For the purpose of this paragraph 'ready to move in possession' shall mean that the Apartment/ Retail Unit shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price for sale/transfer of the Apartment/ Retail Unit, along with interest at the rate specified in Rule 17 of the WBRERA Rules within 45 (forty five) days of receiving the termination notice or within such further time as may be agreed between the Parties.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/her/it shall be paid, by the Promoter, interest at the rate specified in Rule 17 of the WBRERA Rules, for every month of delay till the handing over of the possession of the Apartment/ Retail Unit.

9.3. The Allottee shall be considered under a condition of default, on the occurrence of *inter alia* the following events:

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Part I of Schedule C** hereto and/or timely payment of the Extra Charges and Deposits under **Schedule C** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in Rule 17 of the WBRERA Rules for the period of delay.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment/Agreement of the Apartment/ Retail Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee towards the Total Price by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. SALE/TRANSFER OF THE APARTMENT/ RETAIL UNIT:

The Promoter, on receipt of Total Price of the Apartment/ Retail Unit as per Clause 1.2 and the Extras and Deposits as mentioned in **Part I of Schedule C** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the Apartment/ Retail Unit including Maintenance Charges, electricity charges, property and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his/her/their/its obligations under this Agreement or otherwise under Applicable Law shall execute a deed of conveyance in respect of the Apartment/ Retail Unit Togetherwith the said Car Parking Space and Project Common Areas, [Commercial Block Common Areas and/or Commercial Block Limited Common Areas or Residential Block Common Areas] within 3 (three) months from the date of issuance of the Completion Certificate.

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the proposed deed of conveyance in his/her/their/its favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

11. MAINTENANCE OF THE PROJECT/BUILDING/APARTMENT/ RETAIL UNIT:

The Promoter shall be responsible to provide and maintain essential services in the Project including the Building till the same is taken over by the Association. The cost of such maintenance i.e., Maintenance Charges has not been included in the Total Price of the Apartment/ Retail Unit and the same shall be paid by the Allottee as intimated with the Promoter upon demand. The liability of the Allottee to pay the Maintenance Charges shall commence from the date on which the Allottee takes possession or is deemed to have taken possession of the Apartment/ Retail Unit, as applicable.

It is clarified that the Promoter shall not be required to or otherwise be called

upon by the allottees to pay Maintenance Charges for any unsold units/ saleable spaces in the Project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement 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 handover of possession of the Apartment/ Retail Unit, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE PROJECT COMMON AREAS, [COMMERCIAL BLOCK COMMON AREAS AND/OR COMMERCIAL BLOCK LIMITED COMMON AREAS OR RESIDENTIAL BLOCK COMMON AREAS] SUBJECT TO PAYMENT OF MAINTENANCE CHARGES:

The Allottee has agreed to purchase the Apartment/ Retail Unit on the specific understanding that his/her/their/its right to the use of Project Common Areas, [Commercial Block Common Areas and/or Commercial Block Limited Common Areas or Residential Block Common Areas] shall be subject to timely payment of Maintenance Charges, as determined and thereafter billed by the Promoter/Maintenance Agency/Association and performance by the Allottee of all his/her/their/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Agency/Association, from time to time.

14. RIGHT TO ENTER THE APARTMENT/ RETAIL UNIT FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Project Common Areas, Commercial Block Common Areas, Commercial Block Limited Common Areas, Residential Block Common Areas mentioned in **Schedule E** as also the garages/covered parking spaces (including the Car Parking Space) for providing necessary maintenance and repair services and the Allottee agrees to permit the Promoter/Maintenance Agency/Association to enter into the Apartment/ Retail Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

15. USAGE:

- O. Use of the Project Common Areas, Commercial Block Common Areas and/or Commercial Block Limited Common Areas, Residential Block Common Areas:
The Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] as located within the Project, shall be ear-marked for purposes such as facilities 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, etc. and other permitted uses as per the Sanctioned Plan. The Allottee shall not have any rights whatsoever and in howsoever manner in the [Residential Block Common

Areas/Commercial Block Common Areas] as the said [Residential Block Common Areas/Commercial Block Common Areas and/or Commercial Block Limited Common Areas] shall at all times and for all purposes remain in the common ownership and dedicated common use and enjoyment of only the allottees/owners/lawful occupiers of the [Residential Block/Commercial Block].

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ RETAIL UNIT:

- 16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment/ Retail Unit at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building and/or the Project, or the Apartment/ Retail Unit or Project Common Areas and Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/ Retail Unit and shall keep the Apartment/ Retail Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she/they/it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Building and/ or the Project Common Areas, Commercial Block Common Areas and/or Commercial Block Limited Common Areas, Residential Block Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/ Retail Unit or place any heavy material in the common passages or staircase of the Building and/or the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment/ Retail Unit.
- 16.3 The Allottee shall plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by it. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants mentioned in **Schedule G** and House Rules (as may be framed by the Promoter on or before execution and registration of the Deed of Conveyance) and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PARTIES:

The Allottee is entering into this Agreement for allotment of the Apartment/ Retail Unit with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. After the Allottee has taken over possession of the Apartment/ Retail Unit, the Allottee hereby undertakes that he/

her/ it shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required by any competent authority at his/her/their/its own costs.

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 except for as provided in the Act and this Agreement including the clauses herein.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:

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

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time).

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that in such case the Allottee shall not be entitled to any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the Apartment/ Retail Unit.

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment/ Retail Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees/ transferees/ assigns/ occupiers of the Apartment/ Retail Unit, in case of a sale/transfer/ letting out that is validly made with the prior written consent of the Promoter, as the said obligations go along with the Apartment/ Retail Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan as mentioned in the Part II of **Schedule C** 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 Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other

such deeds, documents and instruments and take such other actions and steps, 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 completed only upon its execution by or on behalf of the Transferors through their/its respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Transferors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub-Registrar, Additional District Sub-Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

30. NOTICES:

All notices to be served on the Allottee and the Transferors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Transferors by Registered Post with A.D. and/or E-mail at his/her/their/its respective addresses specified below:

For the Allottee:

Name: [●]
Address: [●]
Contact No.: [●]
Email: [●]

For the Owners:

Name: [●]
Address: [●]
Contact No.: [●]
Email: [●]

For the Promoter:

Name: [●]
Address: [●]
Contact No.: [●]
Email: [●]

It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement in the above address by Registered Post with A.D. or E-mail within 15 (fifteen) days from such change of address of the concerned Party, failing which all communications and letters posted at the above address shall be deemed to have been received by each Party, as the case may be.

31. JOINT ALLOTTEES:

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by

him/her which shall for all intents and purposes be considered as properly served on all the joint Allottees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

34. ADDITIONAL TERMS

The additional terms mentioned below have been discussed, negotiated and thereafter mutually agreed upon as per the contractual understanding between the Parties. Such additional terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the WBRERA Rules and Regulations made thereunder.

- 34.1. In respect of Paragraph 'C' of the recitals, it is expressly and unequivocally agreed that the Allottee shall have the perpetual irrevocable right to use (i) the Project Common Areas in common with the allottees/owners/lawful occupants of the Residential Block and Commercial Block; (ii) the Residential Block Common Areas in common with the allottees/owners/lawful occupants of the Residential Block of the Project; or (iii) the Commercial Block Common Areas in common with allottees/owners/lawful occupants of the Commercial Block and/or (iv) Commercial Block Limited Common Areas being the demarcated lift lobby and fire escape lobby only restricted to use of the allottees/owners/lawful occupants of the Retail Unit Nos. ____, __ on __, ____, ____ floors restricted to each their/its respective floor (as depicted in the drawing(s)/plan(s) of the concerned floors of the building comprising the Project annexed hereto and marked as **Annexure "_____"** and coloured thereon in ____ colour). Such areas shall not form part of the Project and the Allottee shall not have any right in respect of such areas unless the Allottee is the owner of such Retail Unit.
- 34.2. It is hereby clarified that the Promoter has provided limited number of covered car parking space(s) within the Project which shall be allocated to allottees of each of the blocks in the Project as follows at the sole discretion of the Promoter;
- (i) Covered car parking spaces located on the ground floor of the building shall be allotted to the Allottees of the Residential Block;
 - (ii) Multi-level car parking spaces located on the driveway on both sides of the Residential Block on the northern side of the building shall be allotted to the Allottees of the Residential Block;

- (iii) Multi-level car parking spaces located on the driveway on both sides of the Commercial Block on the southern side of the building shall be allotted to the Allottees of the Residential Block and the Commercial Block.

All unsold or un-allotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.

- 34.3. The Allottee shall be required to take possession of the Apartment within 60 (sixty) days of issuance of the Notice for Possession failing which the Allottee shall be deemed to have taken possession of the Apartment (“Deemed Possession”). From the date of possession and/or the date of the Allottee deemed to have taken possession of the Apartment/ Retail Unit as mentioned in Clause 7.2, the Allottee shall be liable to pay all Maintenance Charges, outgoings including the monthly charges for use of electricity to the Apartment/ Retail Unit as per sub-meter/independent meter installed for the same within 7 (seven) days of issue of bill.
- 34.4. The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 34.5. Fittings and Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment/ Retail Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any Applicable Laws, rules or regulations of the Municipal Authority, National Building Code and Fire Safety laws and Rules and others and with minimum noise and without causing any disturbance or annoyance to the other allottees/occupiers. The Allottee shall ensure that there shall be no stacking of debris or materials in any Project Common Areas, Commercial Block Common Areas and/or Residential Block Common Areas and there shall be regular clearing of all debris arising out of the fit-out/ interior works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor and ceiling of the Apartment/ Retail Unit. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.
- 34.6. Area Calculations:
 - (i) Carpet Area of Apartment/ Retail Unit/Servant Quater: The carpet area for the Apartment/ Retail Unit/Servant Quater or any other apartment/ retail unit/servant quater shall mean the net usable floor area of such apartment/ retail unit/servant quater, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment/ Retail Unit/Servant Quater.

- (ii) Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the apartment/ retail unit.
- (iii) Open Terrace Area: The net usable area of the exclusive open space (if any) attached to the Apartment/Retail Unit.
- (iv) Built-up Area: The built-up area for any Apartment/Retail Unit shall mean the carpet area of such Apartment/Retail Unit and balcony area and/or open terrace area and 100% (one hundred percent) of the external walls of the Apartment/Retail Unit and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment/Retail Unit and any other Apartment/Retail Unit.

34.7 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the allottees without the participation of the Transferors shall not be recognised by the Transferors and shall not have any right to represent the allottees or to raise any issue relating to the Building and/or the Project. The maintenance of the Project shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) ("**Association**") and upon such formation the Association shall be responsible for the maintenance of the Building and the Project and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Project to the Association, the Promoter shall transfer and make over the deposits, if any, that may have been made by the allottees, to the Association after adjusting its dues, if any.

Although the Commercial Block and the Residential Block shall be independent of each other, an Association shall be formed by owners/occupiers of both the Commercial Block and the Residential Block after completion of the Project in accordance with the provisions of the Act and/or any other applicable local law). The Promoter shall cause such Association to be formed and it shall be incumbent upon all the owners/occupiers of the Building to become a member of Association, and to pay, upon demand and at any time before taking hand over of the Apartment/ Retail Unit in terms of and subject to the provisions of this Agreement, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for the formation of the same, as ascertained by the Promoter, and the Purchaser hereby authorize(s) and empower(s) the Promoter to take all necessary steps in respect thereof, it being clarified that without becoming a member of the Purchaser shall not be entitled to avail of the Project Common Areas and [Residential Block Common Areas at the Residential Block or Commercial Block Common Areas at the Commercial Block]. Further, the Purchaser shall be bound to and undertake(s) to abide by and comply with all the rules and regulations as may be framed and/or made applicable by Promoter on all the End Users including the Purchaser and all the occupiers of the Project. The Association shall for the purposes of effective upkeep, management and maintenance of the Project shall be, *inter alla*, responsible for the following:

- (a) Upkeep, management and maintenance of the Project including Commercial Block Common Areas, Commercial Block Limited Common Areas, Residential Block Common Areas and the Project Common Areas,

- (b) Collection of the Block Maintenance Charges (*defined below*) from the allottees of the Commercial Block. Such Block Maintenance Charges in respect of the Commercial Block shall include (a) maintenance charges/usage fee/license fee payable to the Promoter on account of usage of the car parking space(s) and (b) maintenance charges payable for Commercial Block Common Areas and Commercial Block Limited Common Areas (if applicable),
- (c) Collection of proportionate Project Maintenance Charges (*defined below*) from the allottees of the Commercial Block and the Residential Block respectively in the ratio of 4:3 which means, in such proportion as the aggregate carpet area of the Commercial Block and the Residential Block respectively bears to the aggregate carpet area of the Project in entirety.
- (d) Maintaining dedicated bank accounts for the license fees/usage fees collected from the allottees of the Commercial Block and the Residential Block for usage of certain specific utilities and services as mentioned above; and
- (e) Book keeping and maintaining records of the funds collected from the allottees and details of the expenditures;

Block Maintenance Charges :The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or the Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Block Maintenance Charges**") for the upkeep, management or maintenance of the Commercial Block/Residential Block. The Block Maintenance Charges shall remain liable to increase from time to time by the Promoter/Project Association. So long as the maintenance of the Project is not handed over to the Project Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Block Maintenance Charges for a period of 2 (two) years ["Block Maintenance Deposit"] from the deemed date of possession of the Apartment/Retail Unit in terms of the Allotment Letter is included in the Total Price of the Apartment. After the expiry of the said 2 (two) years period, the Promoter shall refund such Block Maintenance Deposit to the Allottee. The Allottee is liable to pay the monthly Block Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Project Association, as the case may be on and from the date of possession/the date of deemed possession by the seventh day of each month in advance without any demur and delay.

Project Maintenance Charges: The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or the Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/Project Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Project Maintenance Charges**") for the maintenance of the Project Common Areas. The Project Maintenance Charges shall remain liable to increase from time to time by the Promoter/Project Association. So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Project Maintenance Charges for a period of 2 (Two) year ["the Project Maintenance Deposit"] from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment/Retail Unit/Office Unit. After the expiry of the said 2

(Two) years period, the Allottee shall be entitled to refund of the the Project Maintenance Deposit. The Allottee shall pay the monthly Project Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Project Association, as the case may be, on and from the date of possession/the date of deemed possession by the seventh day of each month in advance without any demur and delay.

The Association, when formed, shall be owned and controlled by the owners/occupiers of the Residential Block and the Commercial Block proportionately and all its decisions shall be by majority of votes according to proportionate interest/share, and not number of members. The owners/occupiers (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in these presents and the Deeds of Conveyance executed by the Transferors in favour of the Unit Owners.

It may be clarified that the billing for the maintenance of the Commercial Block and the Residential Block shall be done separately by the maintenance agency since both the blocks are independent and autonomous of each other.

Notwithstanding anything mentioned herein, it may be clarified that during emergency no restriction of use of the Commercial Block Common Areas and the Residential Block Common Areas shall be applicable.

- 34.8 All papers and documents relating to the formation of the Association shall be prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same.
- 34.9 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- 34.10 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all allottees of the Project including the Allottee herein.
- 34.11 The certified copies of deeds relating exclusively to the Project that are available with the Transferors along with related documents and certified copy of Sanctioned Plan of the Building shall be handed over by the Transferors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
- 34.12 Without prejudice to the other provisions contained herein, from the date of offering the handing over of maintenance to the Association, the Transferors shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Project and/or any equipment installed and/or required to be installed therein. The same shall be the

exclusive responsibility of the allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Transferors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Transferors and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance

34.13 In relation to clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- a. The Promoter shall not be liable to compensate if the defect & 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) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- b. 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 Apartment/ Retail Unit, (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee/Purchaser) 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 and the Allottees shall not be entitled to any cost or compensation in respect thereof.
- c. It is further clarified that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- d. The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:
 - (a) misuse or negligent use;
 - (b) unauthorised modifications or repairs done by the Allottee(s) or its nominee(s)/agents;
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents.

- e. It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, 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 Apartments)/Retail Units/Office Unit(s) and the Project Common Areas, Commercial Block Common Areas and/or Commercial Block Limited Common Areas, Residential Block Common Areas wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment/Retail Unit/Office Unit excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- f. The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

34.14 In relation to clause 7.5 of the Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of an Apartment/Retail Unit/Office Unit in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in Clause 7.5 and this clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

34.15 It is clarified that in the event of cancellation by either of the Parties, the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. and all amounts collected as taxes, charges, levies, cess, assessments and Impositions 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.

34.16 Taxes and Outgoings: The Allottee binds himself/herself/their selves/itself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):

- (i) Property tax and/or Municipal rates and/or other taxes/levies and water tax, (if any,) assessed on or in respect of the Apartment/ Retail Unit and Car Parking Space (if any) and/or any other component related to the Apartment/ Retail Unit directly to the KMC and any other appropriate authority provided that so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter/Maintenance Agency/Association the proportionate share of all such rates and taxes assessed on the Said Land.
- (ii) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment/ Retail Unit against demands made by the concerned authorities and/or the Promoter/Maintenance Agency/Association and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment/ Retail Unit or any part thereof, wholly and if in common with the other Allottees, proportionately to the Promoter/Maintenance Agency/Association or the appropriate authorities as the case may be.
- (iii) Proportionate share of all Common Expenses (morefully detailed in **Schedule F**) to the Promoter/Maintenance Agency/Association from time to time payable for the Project Common Areas and [Residential Block Common Areas or Commercial Block Common Areas and/or Commercial Block Limited Common Areas]. The rates of the Common Expenses (morefully detailed in **Schedule F**) shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Maintenance Agency/Association at its sole and absolute discretion after taking into consideration the common services provided.
- (iv) Parking facility maintenance charges for Parking Spaces to be decided later by the Promoter and/or the Association.
- (v) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (vi) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- (vii) All penalty surcharge, interest, costs, charges and expenses together with applicable taxes arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
- (viii) The Block Maintenance Charges/ Project Maintenance Charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Project Common Areas and [Residential Block Common Areas or Commercial Block Common Areas and/or Commercial Block Limited Common Areas] and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Promoter/Maintenance Agency/Association from time to time. Furthermore, the Block Maintenance Charges/ Project Maintenance

Charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Project Common Areas and [Residential Block Common Areas or Commercial Block Common Areas and/or Commercial Block Limited Common Areas] and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

- (ix) The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date (defined below).
- (x) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the Block Maintenance Charges/ Project Maintenance Charge or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Promoter/Maintenance Agency/Association, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for 2 (two) months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Promoter/Maintenance Agency/Association shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his/her/their/it employees, guests, agents, tenants or licenses in respect of the Apartment/ Retail Unit. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- (xi) The Allottee shall be and remain responsible for and to indemnify the Transferors and the Association against all damages costs claims demands and proceedings occasioned to the Project and/or any other part of the Building at the Project or to any person due to negligence or any act, deed or thing made done or occasioned by the Allottee and shall also indemnify the Transferors against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Transferors as a result of any act, omission and/or negligence of the Allottee and/or the servants, agents, licensees or invitees of the Allottee and/or any breach and/or non-observance and/or non-fulfilment and/or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

34.17 Liability Commencement Date: In case the Promoter issues Notice for Possession to the Allottee to take possession of the Apartment/ Retail Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the Notice for Possession or is in default in compliance of any of his/her/their/its other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Apartment/ Retail Unit on account

of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings as per Clause 34.16 above in respect of the Apartment/ Retail Unit shall commence on the date of expiry of the time stipulated in the Notice for Possession as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Apartment/ Retail Unit and remedies the concerned default and takes physical possession of the Apartment/ Retail Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules.

- 34.18 Common Expenses (morefully detailed in **Schedule F**) shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building and the Project (except the apartments/ retail units therein), including the Common Areas, Amenities and Facilities and the parking spaces.
- 34.19 In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform and/or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under Applicable Law, then the Promoter shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify, remedy, make good and/or set right the same within 30 (thirty) days from the date of issue of such notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 (thirty) days, the Promoter may terminate the allotment /Agreement of the Apartment/ Retail Unit in favour of the Allottee. In case of termination, the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- 34.20 It is further clarified that all amounts collected as GST 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 GST.
- 34.21 If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment/Retail Unit or portion of the Building, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.
- 34.22 It being further agreed and the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Apartment/ Retail Unit in accordance with the terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.
- 34.23 Besides the aforesaid rights, the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to under Applicable Law by reason of any default or breach on the part of the Allottee.

- 34.24 The date stipulated in Clause 7.1 hereinabove is hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in Clause 7.1 hereinabove the Apartment/ Retail Unit is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked *inter alia* to the progress of construction, and the same is not a time linked plan.
- 34.25 The rights of the Allottee is limited to the Apartment/ Retail Unit and the right to use the Project Common Areas and [Residential Block Common Areas or Commercial Block Common Areas and/or Commercial Block Limited Common Areas] and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, contrary to the above or on any part or portion of the Commercial Block including the common areas pertaining exclusively to the Commercial Block.
- 34.26 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building, Project and/or other areas in the Building and/or the Project by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 34.27 Save and except the right of obtaining housing loan, the Allottee shall not have any right or lien in respect of the Apartment/ Retail Unit till physical possession is made over to him/ her/ it after payment of all amounts by the Allottee.
- 34.28 The deed of conveyance and all other papers and documents in respect of the Apartment/ Retail Unit and the Project shall be prepared and finalized by the Project Advocates (defined below) and the Allottee has agreed and undertaken to accept and execute the same within 15 (fifteen) days of being required by the Transferors after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Transferors may suffer.
- 34.29 After expiry of the period provided in the Notice for Possession all costs, expenses and outgoings in respect of the Apartment/ Retail Unit including for Block Maintenance Charges/ Project Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the Apartment/ Retail Unit, shall become payable by the Allottee. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.
- 34.30 Until a deed of conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage and/or encumber and/or sale and/or nominate and/or alienate and/or dispose of or deal in any manner whatsoever with the

Apartment/ Retail Unit and/or any portion thereof and/or any right therein and/or any rights and entitlements under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of this Agreement unless all the following conditions are complied with:-

- (i) A minimum period of 12 (twelve) months has passed from the date of this Agreement.
- (ii) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- (iii) The Allottee has made full payment of the Total Price, the Extra Charges and Deposits mentioned in **Part I of Schedule C** due or payable till the time of such Alienation including interest and penalties, if any.
- (iv) The Allottee has made payment to the Promoter a sum calculated at the rate of INR [●] (Indian National Rupees [●]) per square feet of Super Built up Area on account of nomination charges of the Apartment/ Retail Unit or such further sum as may be decided by the Promoter as transfer charges (hereinafter referred to as “the **Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any.
- (v) Prior consent in writing needs to be obtained from the Promoter regarding the proposed Alienation.
- (vi) 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, 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. Such amount shall be payable by the Allottee on or before the nomination.

34.31 After the execution and registration of the proposed deed of conveyance, the Allottee may sell and transfer the Apartment/ Retail Unit subject to the following conditions:

- (i) The Apartment/ Retail Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
- (ii) The sale of the Apartment/ Retail Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the Apartment/ Retail Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by and under Applicable Law and/or by virtue of this Agreement and/or the proposed deed of conveyance.

- (iii) All the dues including outstanding amounts, interest, Block Maintenance Charges and Project Maintenance Charge, electricity charges, property and other taxes etc. relating to the Apartment/ Retail Unit payable to the Promoter/Maintenance Agency/Association, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed deed of conveyance. Such dues, if any, shall in any event, run with such proposed deed of conveyance.

34.32 The obligation of the Transferors under this Agreement shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Part I of Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Extra Charges and Deposits prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his/her/their/its obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

SCHEDULE-A

Part I

[Description of said Land]

ALL THAT messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 68 Cottahs 1 Chitak more or less situate lying at and being Premises No. 113C Matheswaratala Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700046 within Ward No. 66 of Kolkata Municipal Corporation, in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in “**RED**” and butted and bounded as follows:-

ON THE NORTH : by Premises No. 114F, Matheswaratala Road

ON THE SOUTH : by Park Cercus Connector

ON THE EAST : by Public Road

ON THE WEST : by Premises No. 113F, Matheswaratala Road

Part II

(Title)

By virtue of two Deeds of Conveyance mentioned below one Rehan Javed and Irfan Javed became entitled to the said Land being **ALL THAT** messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 68 Cottahs 1 Chitak more or less situate lying at and being Premises No. 113C Matheswaratala Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700046 within Ward No. 66 of Kolkata Municipal Corporation, in the District of South 24 Parganas, details of the Deeds of conveyance are detailed below:-

Deed Details	Vendor	Area Transferred
Deed of Conveyance dated 18 th January, 2011 recorded in Book No. 1 CD Vol.No.1 Page nos.6823 to 6850 being no. 00349 for the year 2011 registered with the office of DSR-III South 24 Parganas	Sk. Alauddin Ahmed, Sk. Golam Moinuddin, Sk Mahbub Hossain, Sk Rahmat Ali, Sk Mahfuz Ahmed, Sk. Mahatabuddin Ahmed, Mst. Rukhsana Khatoon, Mst Rehana Laskar,Mst Reshma Khan, Rokeya Khatoon, Kaniz Fathma	ALL THAT piece and parcel of undivided 50% i.e. one half share of right title interest in the said Land

Deed of Conveyance dated 04 th February, 2011 recorded in Book No.1 CD Vol. No. 2 Page Nos. 6651 to 6677 being no. 00934 for the year 2011 registered with the office of DSR-III South 24 Parganas	Mst. Sukurunnessa Bibi, Sk Kamaluddin Ahmed, Sk Ekbaluddin Ahmed, Sk Asrafuddin, Sk Jamiruddin Ahmed, Sk Kamruddin Ahmed, Sk Qutubuddin Ahmed, Mst Anwara Begum, Mst Marium Begum, Mst. Monoara Begum, Jahan Ara Begum Alias Lilly.	ALL THAT piece and parcel of undivided 50% i.e. one half share of right title interest said Land.
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SCHEDULE-B

PART I

(Apartment/Retail Unit)

All That the residential apartment/retail unit] No. [___] on the [___] floor having carpet area of [___] square metre ([___] square feet) [along with an exclusive balcony area of [___] square metre] [and an exclusive open terrace area of [___] square metre ([___] square feet)] [along with a servant quarter having carpet area of [___] square metre ([___] square feet)] appurtenant to the carpet area of the [residential apartment/retail unit] (corresponding to a built up area of [___] square metre ([___] square feet) and corresponding super built up area of [___] square metre ([___] square feet)) in the Project constructed on the Said Land forming part of the Project (described in **Schedule A** above).

PART - II (Car Parking Space)

ALL THAT [___] ([____]) numbers of covered car parking space(s) on [___]([____]) floor of the Building being constructed on the Said Land forming part of the Project (described in **Schedule A** above) to be earmarked and/or to be identified and designated by the Promoter.

Or,

ALL THAT right to use [___] ([____]) numbers of multi-level car parking space(s) on driveway of the [Commercial Block/Residential Block] of the Building being constructed on the Said Land forming part of the Project (described in **Schedule A** above) to be earmarked and/or to be identified and designated by the Promoter.

The Plan of the Apartment (showing the Apartment/Retail Unit delineated in Red colour) and Car Parking Space (showing the Car Parking Space delineated in Blue colour) is on the floor plan being PART III of **Schedule B** below.

PART – III
(FLOOR PLAN OF THE APARTMENT/RETAIL UNIT)

(To be annexed separately)

SCHEDULE-C

[Payments]

- 1.2 The Total Consideration of Apartment/Retail Unit is Rs. _____ (Rupees _____) only (“Total Consideration of Apartment/Retail Unit”).

Apartment/Retail Unit no [.]	
Type [.]	
Floor [.]	
Break-up of Total Price:	
Cost Head	Price (in Rupees)
Cost of Apartment/Retail Unit	[.]
Cost of Servant Quarter, if any	[.]
Cost of exclusive balcony or verandah areas	[.]
Cost of exclusive open terrace	[.]
Cost of Car Parking Spaces (If applicable)	[.]
Total Consideration of Apartment/Retail Unit	[.]

- 1.2.2 The Total Extras and deposits in respect of Apartment/Retail Unit is Rs. _____/- (Rupees _____) only (“Total Extras and Deposits”).

Extra Charges and Deposits :	
Block Maintenance Charges for 2 (Two) years (as per clause ___)	[.]
Project Maintenance Charges for 2 (Two) years (as per clause ____)	[.]
Maintenance Corpus/Sinking Fund	[.]
Documentation Charges	[.]
Diesel Generator Power Backup- Generator charges for limited back up	[.]
Property tax deposit- This amount is payable on actauls against proportionate share of Property Tax for the Apartment/Retail Unit for (___) _____ months.	[.]
Extra EDC Charges (Integrated intercom system , Wiring for Cable connection and Space provided for VRV /ODU	[.]
Transformer Charges & Electricity Charges- This amount is payable for the Apartment/Retail Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the Project. Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	[.]
Association Formation Charges	[.]
Total Extras and Deposits (in Rupees)	Rs. _____/-

- 1.2.3 The Total Taxes (GST and/or Service Tax) paid in respect of Apartment/Retail Unit and on Extra Charges is Rs. _____/- (Rupees _____) and Rs. _____/- (Rupees _____) aggregating to Rs. Rs. _____/- (Rupees _____) only (“Total Tax”).

PART II

Sl. No.	Particulars	Installment		Amount
1	On issue of booking letter (within 15 days)	10 %	0 Month	
2	On agreement (within 30 days from the date of EOI) + 50% Legal and Documentation charges	10 %	1 Month	
3	On Completion of Piling/foundation	10 %	4 Month	
4	On Completion of 1st floor casting	10 %	6 Month	
5	On Completion of 4th floor casting	5%	3 Month	
6	On Completion of 7th floor casting	5%	3 Month	
7	On Completion of 10th floor casting	5%	3 Month	
8	On Completion of 13th floor casting	5%	3 Month	
9	On Completion of 16th floor casting	5%	3 Month	
10	On Completion of 19th floor casting	5%	3 Month	
11	On Completion of 21th floor casting	5%	3 Month	
12	On Completion of 23th floor casting	5%	3 Month	
13	On Completion of brickwork of flat booked	5%	2 Month	

			h	
14	On Completion of flooring of flat booked	5%	2 Mont h	
15	On Completion of all sanitary fittings and flush doors	5%	2 Mont h	
16	On Possession/ or registration (whichever is earlier)	5%	1 Mont h	
	Total	15%	3.5 Years	

SCHEDULE-D

PART I

[Specifications of the Apartment/Retail Unit]

SCHEDULE – E

PART I

[COMMERCIAL BLOCK COMMON AREAS]

1. 3 (three) Lifts in the Commercial Block
2. Staircase of the Commercial Block
3. Service shafts in the Commercial Block

PART II

COMMERCIAL BLOCK LIMITED COMMON AREAS]

1. Fire escape lobbies

2. Lift lobbies

PART III
[RESIDENTIAL BLOCK COMMON AREAS]

1. Swimming Pool on the Common Ultimate Roof Area
2. Gym and Games room 15th (fifteenth) floor
3. Community Hall on the 14th (fourteenth) floor
4. 3 (three) Lifts in the Residential Block
5. Lift Lobbies of Residential Block
6. Staircase of the Residential Block
7. The driveway of the Residential Block
8. Service shafts in the Residential Block

PART IV
[PROJECT COMMON AREAS]

1. The Said Land
2. The Common Ultimate Roof Area
3. Underground Reservoir (U.G.R.)
4. Over Head Tank (O.H.T.)
5. Sewage Treatment Plant (S.T.P.)
6. Rain Water Harvesting Tank
7. Organic Waste Composter
8. Sewerage Line
9. Fire Refuge Tank
10. Driveway
11. Generator
12. Transformer
13. Water Pipeline coming from the OHT Water Pipelines coming out of the OHT & flowing into the toilet (Residential & Commercial block) Toilet (Common Areas), Kitchen (Residential & Commercial block)
14. Ground Floor Common Toilet
15. All the fire detection and fighting system
16. All the electrical and service infrastructure identified by the Promoter
17. All the green areas in the Project
18. Common Guard Room as identified by the Promoter
19. The common driveway till the end of the commercial block

SCHEDULE – F

[Common Expenses]

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Project, the Building and Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the Facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the Project, the Building, Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas and the external surfaces of all exterior doors etc. of the Building and Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas, and decorating and colouring all such parts of the Building and the Project, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the Project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the Project, the Building and Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas.
8. Insuring any risks.
9. Cleaning as necessary, the external walls and windows (not forming part of any Apartment/Retail Unit) in/at the Project and/or the Building as may be necessary Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas, as identified by the Promoter or the Facility Management Company, as the case may be.
10. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the Project and the Building.
11. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas and as also those identified by the Promoter or the Facility Management Company.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the Project and/or Building and/or any part thereof, excepting in so far as the same is the responsibility of an End User/the occupant of any Apartment/Retail Unit.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the Project and/or the Building and/or any part thereof so far as the same is not the liability of and/or attributable to an End User/occupant of an Apartment/Retail Unit.
15. Generally managing and administering and protecting the Project and the Building and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the End Users/occupants of any of the Apartments/Retail Units.
16. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common 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/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the Project and/or the Building and/or Project Common Areas and/or Residential Block Common Areas and/or Commercial Block Common Areas and/or Commercial Block Limited Common Areas excepting those which are the responsibility of an End User/occupier of any Apartment/Retail Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other 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 of the staff and complying with all relevant statutes and regulations and orders thereunder and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company if any.
22. Service charges of the Promoter till the maintenance is taken over by the Association.
23. Litigation expenses that may have to be incurred for any Common Purpose and/or for in/the larger/ greater interest of the Project and/or the Building.
24. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Costs and expenses for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Project notwithstanding the fact that the Allottee has not been granted the right to use any of such mechanical vehicle parking spaces.
26. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule

SCHEDULE-G

[Allottee's Covenants]

Part-I

[Specific Covenants]

1. The Allottee agrees undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Apartment/Retail Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
 - c) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas, free of cost and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, staircase, common parts and portions for the purpose of erection, repair and replacement of such neon signs. It is expressly agreed between the parties hereto that the brands and logos _____ shall be permanently displayed at various locations in the Building and/or the said Project.
 - c) deposit the amounts for common purposes as required by the Maintenance Agency;
 - d) use and occupy the said Apartment/Retail Unit only for the purpose of [residence/showroom or commercial], as the case may be and not for any other purpose;
 - e) use the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] without causing any hindrance or obstruction to other Unit Allottees and occupants of the Building;
 - f) keep the Apartment/Retail Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartment/Retail Units /parts of the Building;
 - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Apartment/Retail Unit or the Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
 - h) maintain and/or remain responsible for the structural stability of the Apartment/Retail Unit and not to do anything which has the effect of affecting the structural stability of

the Building;

- i) use and enjoy the spaces comprised in the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas];
- j) to pay charges for electricity in relation to the Apartment/Retail Unit wholly.
- k) In the event if the unit is booked prior or after obtaining of completion certificate the buyer shall bear and pay from the date of possession/deemed possession, the Common Expenses, electricity charges and all costs, expenses and other outgoings in respect of the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas], proportionately and the Apartment/Retail Unit wholly;
- l) In the event if the Apartment/Retail Unit is booked prior or after obtaining of completion certificate the buyer shall pay from date of possession/deemed possession, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the [Residential Block / Commercial Block] proportionately and the Apartment/Retail Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the Apartment/Retail Unit until the same is assessed separately by the Municipal Corporation; m) pay for other utilities consumed in or relating to the Apartment/Retail Unit;
- n) allow the other Unit Allottees the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Block Maintenance Charges/ Project Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein pertaining to Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] within ____ (_____) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Allottee agrees undertakes and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the Apartment/Retail Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the Apartment/Retail Unit;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or

any other apparatus protruding outside the exterior of the Apartment/Retail Unit or any portion thereof;

- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment/Retail Unit or any part of the Building or the Project or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the Apartment/Retail Unit which in the opinion of the Maintenance Agency differs from the colour 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 Project;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas of the Building/Project and to deposit the same in such place only in the Project and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas of the Building;
- m) not to store in the Apartment/Retail Unit or any part of the Project any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Project or any part thereof and/or the Project and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartment/Retail Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the ultimate common roof or any open land at the Project or any other open or covered areas of the Building and the Project meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the Apartment/Retail Unit or the

Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Apartment/Retail Unit without the prior consent in writing of the Maintenance Agency;

- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Allottee ;
- s) not to sell, convey, transfer, let out or part with possession of the said Parking Spaces, independent of the Apartment/Retail Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be allotted to any other Unit Allottees of the Building;
- t) not to use the Apartment for any purpose save and except for residential purpose and not to use the Apartment for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;

OR,

not to use the Retail Unit for any purpose save and except for commercial purpose and not to use the Retail Unit for any residential purpose including for illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;

- u) not to do any addition, alteration, structural changes, construction or demolition in the Apartment/Retail Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- w) not to make any claim of any nature whatsoever with regard to the Project besides the Apartment/Retail Unit transferred hereby and the common enjoyment of the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas];
- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Project;
- y) not to keep or harbour any bird or animal in the Project Common Areas and

[Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] of the Project and NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Unit Allottees.

- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartment/Retail Units or any portion of the Building and/or the Project;
 - aa) not to subdivide the Apartment/Retail Unit and/or the said Parking Space, if allotted, or any portion thereof;
 - ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
 - ac) not to interfere with the common use and enjoyment of the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] by the Promoter or the other Unit Allottees;
 - ad) not to install any loose, hanging or exposed wires or cables anywhere outside the Apartment/Retail Unit;
 - ae) not to carry on or permit to be carried on at the Apartment/Retail Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Allottees/occupiers of the Project and/or the neighbourhood;
 - af) not to use the Apartment/Retail Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
 - ag) not to install air conditioners anywhere in the Apartment/Retail Unit save and except the places which have been specified for such installations; and
 - ah) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Allottee. The Allottee hereby indemnifies the Promoter fully regarding all payments as mentioned in Schedule D.
4. The Building constructed on the said Land has been named as “The burj”. The Allottee and/or the Unit Allottees and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Transferors.
5. The Allottee shall have no connection whatsoever with the other Unit Allottees and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee’s obligations irrespective of non-compliance by any other Unit Allottees.
6. The Allottee may deal with or dispose of or alienate or transfer the Apartment/Retail Unit subject to the following conditions:
- a) The Apartment/Retail Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold, conveyed or transferred in divided or

demarcated parts by the Allottee. In case of sale and transfer of the Apartment/Retail Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

- b) The transfer of the Apartment/Retail Unit by the Allottee shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the Apartment/Retail Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Deed of Conveyance.
 - c) All the dues including outstanding amounts, interest, maintenance charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the Apartment/Retail Unit payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Allottee shall not claim any partition of the land comprised in the Project/the said Land.
 8. The Allottee shall use and enjoy the Apartment/Retail Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Allottees and/or the Promoter.
 9. The Allottee shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Project or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Allottee and shall be responsible for and shall keep the Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance by the Allottee of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
 10. The Allottee agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the construction, completion, sale, transfer, etc. of the Building or any portion (other than the Apartment/Retail Unit) thereof by the Promoter

Part - II

[Maintenance]

1. The Project, the Building, Project Common Areas, [Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas] shall be managed and maintained by the Maintenance Agency.
2. The Allottee shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Allottees and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and

renovations and for unforeseen eventualities.

4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Building and the Project, which are not separately charged or assessed or levied on the Unit Allottees.
5. The Allottee shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Allottee shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Block Maintenance Charges/ Project Maintenance Charge, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon pertaining to the [Residential Block / Commercial Block] and there shall be restriction on transfer, sale or tenancy of the Apartment/Retail Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.
6. Apportionment of any liability of the Allottee in respect of any item of expense, taxes, dues, levies or outgoings payable by the Allottee shall be done by the Maintenance Agency whose decision shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge maintenance charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the maintenance charges from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Allottee and/or the Apartment/Retail Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the maintenance charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Allottee after giving 1 (one) month notice in writing.
9. The Allottee shall co-operate with the other Unit Allottees, and the Maintenance Agency in the management and maintenance of the Project and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the maintenance charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Block Maintenance Charges/ Project Maintenance Charge and Deposits/Advances for Municipal Corporation Taxes.

Part - III

[Association]

1. After handing over possession of all the Apartment and Retail Units in the Building, the Promoter, shall take steps for formation of the Association in consultation with all the Unit Allottees for the maintenance and management of the Project Common Areas and [Residential Block Common Areas/ Commercial Block Common Areas and/or Commercial Block Limited Common Areas] described in Schedule-E, the Building and other areas at the Project. The maintenance of the Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Project. The Maintenance Agency shall make payment of the expenses

relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Allottee shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.

2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Allottee hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Allottee and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Allottees. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Allottee and all Unit Allottees shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Unit Allottees without the participation of all Unit Allottees shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Allottees or to raise any issue relating to the Building or the Project.
7. The Association, when formed, shall be owned and controlled by the Unit Allottees of the Residential Block and the Commercial Block proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Allottees (including the Allottee) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreements for Sale of Apartment/Retail Units and the Deeds of Conveyance executed by the Promoter in favour of the Unit Allottees.
8. After the maintenance of the Building is made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Promoter in favour of the Unit Allottees.
9. All the Apartment/Retail Unit Allottees may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by

their respective Allottees or for the mutual benefit of the Unit Allottees subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Allottees.

9. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Purposes, Project Common Areas, Residential Block Common Areas and Commercial Block Common Areas and/or Commercial Block Limited Common Areas.
11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the [Residential Block / Commercial Block] in the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part –IV

[Mutation, taxes and impositions]

1. The Allottee shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the Apartment/Retail Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Allottee in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the Apartment/Retail Unit mutated and apportioned in the name of the Allottee and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Allottee. All such amounts shall be paid and/or be payable by the Allottee within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Allottee shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the Apartment/Retail Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the [Residential Block / Commercial Block] (Impositions) shall be proportionately borne by the Allottee.
4. Besides the amount of the Impositions, the Allottee shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
5. The liability of payment by the Allottee of Impositions and Penalties in respect of the Apartment/Retail Unit booked prior to obtaining of completion certificate would accrue with

effect from the date of Completion Certificate and for the Units booked post completion certificate would accrue on completion of ____ (____) days from the date of booking.

6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

SCHEDULE H

(DEFINITIONS)

“**Act**” means the Real Estate (Regulation and Development) Act, 2016 as applicable to the State of West Bengal and shall include the Rules and Regulations made thereunder;

“**Architect(s)**” shall mean architect(s) or Licensed Building Surveyor whom the Promoter may from time to time appoint as the Architect(s)/Licensed Building Surveyor for the Project;

“**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company formed by the Promoter which would comprise the Transferors and the representatives of the allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

“**Booking Amount**” shall mean INR [●] (Indian National Rupees [●]) only, which has been paid by the Allottee for the booking of the Apartment;

“**Common Purposes**” shall include the purpose of managing and maintaining the Said Land, the Building and in particular the Common Areas, Amenities and Facilities, rendition of services in common to the allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Amenities and Facilities in common;

“**Common Roof Area**” shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas, Amenities and Facilities;

“**Deposits**” shall mean the amounts mentioned in **Schedule C** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;

“**Extra Charges**” shall mean the charges mentioned in **Part-I** of the **Schedule C** hereto all of which are to be paid by the Allottee in addition to the Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;

“**Maintenance Agency**” shall mean the Promoter itself or any entity appointed by

the Promoter for the Common Purposes or upon its formation, the Association;

“**Maintenance Charges**” shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency as per the rules framed by the Promoter;

“**Project Advocates**” shall mean Samyakk Attorney of Unit No. 3 A &B, third floor, No. 85A, Sarat Bose, Road, Kolkata – 700 026 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the Said Land, the Building and the Units therein, including the Deeds of Conveyance;

“**Regulations**” means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;

“**Sanctioned Plan**” shall mean the plans of the Building which have sanctioned and approved by the Kolkata Municipal Corporation including Building Permit No. _____, dated _____ which may be finally revised/ approved/ sanctioned by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;

Masculine Gender used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee (including Joint Allottees)

(1) Signature [●]
Name [●]
Address [●]

Please affix
Photographs and
sign across
the photograph

(2) Signature [●]
Name [●]

Please affix
Photographs

Address [●]

and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature [●]

Please affix
Photographs and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNERS:

Signature [●]

Please affix
Photographs and
sign across the
photograph

At Kolkata in the presence of:

WITNESSES:

- (1) Signature [●]
Name [●]
Address [●]
- (2) Signature [●]
Name [●]
Address [●]

Drafted by: