

**AGREEMENT FOR SALE**  
**(Cellesta – Phase 1 : Ganapati Apartment)**

This Agreement for Sale ("**Agreement**") executed on this \_\_day of \_\_\_\_\_, 202\_\_,

**By and Between**

[1] Lumex Vinimay (P) Ltd. (CIN: U74120WB2010PTC147695 and PAN: AABCL7771P) [2] Marvellous Dealers (P) Ltd. (CIN: U74900WB2010PTC147698 and PAN: AAGCM5132L) [3] Mesmeric Vanijya (P) Ltd. (CIN: U74900WB2010PTC147700 and PAN: AAGCM5126N) [4] Sterling Advisors (P) Ltd. (CIN: U93030WB2010PTC147702 and PAN: AAOCS2041J) [5] Gladys Vincom (P) Ltd. (CIN: U74900WB2010PTC147704 and PAN: AADCG7838E) [6] Cairo Commercial (P) Ltd. (CIN: U74900WB2010PTC147718 and PAN: AADCC9620J) [7] Nandika Distributors (P) Ltd. (CIN: U74900WB2010PTC147706 and PAN: AADCN2776Q) [8] Goldenrod Tieup (P) Ltd. (CIN:

U74120WB2010PTC147707 and PAN: AACDG7837M) [9] Trumpet Commosale (P) Ltd. (CIN: U74900WB2010PTC147709 and PAN: AADCT4486F) [10] Dahlia Tradecom (P) Ltd. (CIN: U74900WB2010PTC147261 and PAN: AADCD4320Q) [11] Conway Consultants (P) Ltd. (CIN: U74120WB2010PTC147288 and PAN: AADCC9629B) [12] Alton Vanijya (P) Ltd. (CIN: U74900WB2010PTC147710 and PAN: AAICA4469J) [13] Telstar Tradelink (P) Ltd. (CIN: U74900WB2010PTC147711 and PAN: AADCT4487E) [14] Shrivalli Dealtrade (P) Ltd. (CIN: U74900WB2010PTC147713 and PAN: AAOCS2042M) [15] Cornet Vincom (P) Ltd. (CIN: U74900WB2010PTC147716 and PAN: AADCC9621K) [16] Zenom Marketing (P) Ltd. (CIN: U51909WB1995PTC074010 and PAN: AAACZ1567G) [17] Zenom Merchandise (P) Ltd. (CIN: U51909WB1995PTC074009 and PAN: AAACZ1129J) [18] Prest Merchants (P) Ltd. (CIN: U51909WB1995PTC074011 and PAN: AABCP9957D) [19] Blackpool Distributors (P) Ltd. (CIN: U51909WB2004PTC099917 and PAN: AACCB5038Q) [20] Step Forward Commerce (P) Ltd. (CIN: U51909WB1997PTC085291 and PAN: AAGCS5222H) [21] Empro Commerce (P) Ltd. (CIN: U51909WB1996PTC076982 and PAN: AAACE5893Q) [22] Vighness Commodeal (P) Ltd. (CIN: U51909WB1995PTC070139 and PAN: AAACV9160B) all are companies incorporated under the provisions of the Companies Act, 1956, all having its registered office at Yamunotri Apartment, Flat A B, 1st Floor, Tegharia/Kaikhali, Panchwati Complex, VIP Road, Police Station Baguiati, Kolkata - 700052, hereinafter referred to as the **"Owners"** and nos.1-3, 5-8, 10-12, 14-15 & 19 represented by one of its Director Sri Siddhartha Goenka (Aadhar no. 544755010458) (PAN : ATLPG6662N) son of Sri Arun Kumar Goenka and nos. 4, 9, 13, 16 -18 & 20- 22 represented by one of its Director Sri Anup Goenka (Aadhar no. 442843257228) (PAN : AHNPG7029F) son of Sri Nagarmal Goenka, both residing at 120, Block "C", Bangur Avenue, Kolkata – 700055 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor -in-interest, executors, administrators and assignees) of the FIRST PART ;

**AND**

**Shriji Innovations LLP** (PAN: AEQFS7107E), a Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act, 2008 and having its office at Yamunotri Apartment, Flat A B, 1st Floor, Kaikhali, Panchwati Complex, VIP Road, Police Station - Baguiati, Kolkata -700052, hereinafter referred to as the **"Promoter/Developer"** represented by its authorized signatory Sri Siddhartha Goenka (Aadhar no.544755010458) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees) of the SECOND PART;

**AND**

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at

\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no.

\_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]  
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[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to 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).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

**A. [a]** The Owners purchased ALL THAT the piece and parcel of land measuring 3.4517 acres (equivalent to 13996.65 sq.m) more or less together with structures standing thereon situated in Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas - Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, 1171/4601 & 1166/4600 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (Old No. 71A) Dakhindari Road, Kolkata – 700 048, under South Dum Dum Municipality, Ward no. 33, Sub-Registry Office Bidhannagar, Police Station - Lake Town in the district of North 24 Parganas by virtue of 3 Nos. of Deed of Conveyance registered before the DSR-II, Barasat, North 24 Parganas being (a) dated 11/6/2010, Deed No.6045 of 2010 recorded in Book no.1, CD Volume no. 21, pages 3674 to 3692, (b) dated 11/6/2010, Deed No.6046 of 2010 recorded in Book no. 1, CD Volume no. 21 pages 3645 to 3673 & (c) dated 20/12/2011, Deed no. 16825 of 2011

recorded in Book no.1, CD Volume no. 57, pages 344 to 366 respectively and since then have become absolute owners of the said Purchased Land (hereinafter referred to as the “**LAND AS PER DEED/PURCHASED LAND**” and morefully mentioned and described in the **Part – I** of the **SCHEDULE A** hereunder written. .

[b] That out of the aforesaid purchased Land area of 13996.65 sq.m the Owners decided to come-up with a Housing project on 13973.61 sq.m. more or less land area, (hereinafter referred to as the “**LARGER PROPERTY**” and morefully mentioned and described in the **Part – II** of the **SCHEDULE A** hereunder written.

[c] For better Socio-economic environment of the area, South Dum Dum Municipality had approached and requested the owners to plan & develop the said Complex in such a manner that for the benefit of the Local people a playground & Water Tank situated in the South-east corner of the said Larger property can be given for their use and the Municipality shall allow the benefit of FAR of the said gifted land in the remaining project land of the Owners, accordingly, by a Deed of Gift executed and registered on dated 15/1/2018 in the office of the Additional Registrar of Assurances - IV, Kolkata, being Deed no. 190400585, for the year 2018, the Owners herein, out of the said Larger property, gifted to South Dum Dum Municipality **ALL THAT** the piece and parcel of land measuring 3620.40 sq. meters with Pond equivalent to 54 Cottahs 2 chittacks more or less (i.e.Land measuring 31 Cottahs 7 Chittacks and Pond measuring 22 Cottahs 11 Chittack) comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of entire R.S. Dag Nos. 1168 (Pond) & 1171 (Portion) under R.S. Khatian Nos. 731, 732, 758, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) New Khatian no. 790 (Modified) being portion of Municipal Holding No.116 (Old No.71A) Dakshindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas morefully mentioned and described in the **Part – III** of the **SCHEDULE A** hereunder written.

[d] For the purpose of widening of the existing municipal road in front of the said Larger property, by a Deed of Gift dated 15/1/2018 registered before the Additional Registrar of Assurances - IV, Kolkata recorded in Book no. 1 Volume no. 1904-2018 pages 41476 to 41529 being Deed no. 190400584 for the year 2018, the Owners herein, out of the Larger property, gifted to The South Dum Dum Municipality **ALL THAT** the piece and parcel of land totaling to 77.78 sq. meters (837 sft.) more or less comprised in and situated at Mouza–Dakshindari, J.L. No.25, R.S. No.6, G.D No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas Panchannagram, comprising of R.S. Dag No.1166 (Portion) under R.S. Khatian Nos.730, 731, 732, 758, 760, 761 (Modified Khatian Nos.739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A), Dakshindari Road, Kolkata–700048, under South Dum Dum Municipality, Sub-Registry Office Bidhannagar, P.O.–Dakshindari, Police Station - Lake Town in the District of North 24-Parganas more fully mentioned and described in the **Part – IV** of the **SCHEDULE A** hereunder written.

[e] After giving gift of a portion of the larger property, as aforesaid, the Owners are left with Net remaining land area measuring 10275.43 sq.m. equivalent to 153 cotthas 8 chittacks and 29 sft. more

or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas - Panchannagram, comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171 (part), 1172, 1173 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 being Municipal Holding No. 116 (Old No. 71A) Dakhindari Road, Kolkata – 700 048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas, hereinafter referred to as “**the said Complex Land**” and morefully mentioned and described in the **Part – V** of the **SCHEDULE-A** hereunder written.

**B. [a]** By and under **Development Agreement with Development Power of Attorney dated 27<sup>th</sup> February, 2022** (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) the Owners herein have engaged and appointed the M/s **Shriji Innovations LLP** as Developer for the purpose of development of the said Complex under the terms and conditions recorded and contained in the said Development Agreement.

**b)** The said Complex Land is earmarked for the purpose of building a residential project comprising of multistoried apartment, buildings and car parking spaces and hereinafter referred to as **the “said Complex”**.

**c)** The development of the Said Complex *inter-alia* consisting of one Main Block comprising of Podium and two towers above the said podium being Tower-1 & 2 and one separate Residential cum commercial Block as per plans sanctioned by the South Dum Dum Municipality vide plan No. 809-XVI, sanctioned on dated 6.10.2023 (hereinafter referred to as “the sanctioned building plans” which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto).

**d)** The Promoter proposes to segregate the said Complex in Two segments. Segment “A” containing the Main Block AND Segment “B” containing the separate Commercial cum Residential Block and develop the said projectLand in Two Phases viz. Segment “B” in Phase-1 and Segment “A” in Phase – 2.

**e)** The First Phase/Project of the said Complex will come up on land measuring 368.29 sq.mtrs. more or less out of the Said Complex Land more fully described in **Part-VI of the Schedule –A** and hereinafter referred to as the “**FIRST PHASE LAND/SAID LAND**”.

**f)** The Second Phase/Project of the said Complex will come up on land measuring 9907.14 sq.mtrs. more or less out of the Said Complex Land more fully described in **Part-VII of the Schedule – A** and hereinafter referred to as the “**SECOND PHASE LAND**”.

**g)** The allottees of units in Segment “B” shall be entitled to have right of ingress to and egress from Sadhana Aushadhalaya Road only and shall in no way have rights of ingress and egress through any of the common passages and pathways running through the Second phase of the Project and shall not be entitled to the use or have any rights to the common entrance, facilities and amenities of the said Second phase Project irrespective of their location.

**h)** The Segment “B” containing one Commercial cum Residential Block shall be “CELLESTA Phase 1” and the Building to be known as **Ganapati Apartments**, hereinafter shall be referred as **the said “Project”** and Segment “A” containing the Main Block with Two Towers shall be “CELLESTA Phase – 2” known as “**CELLESTA**”.

**i)** The Phase – 1 i.e. Ganapati Apartment will have separate Entry & Exit to their said Building and Phase-2

i.e. Cellesta will have Separate Entry and exit to their said Building, in other words, the Entry and Exit of each phase shall be separate.

**j)** The said Complex (including the said Project) will consist of several independent segments viz. (i) Residential Units and (ii) Commercial Units which may be changed and varied as per the discretion of the Promoter.

**k)** All the facilities and amenities in the said Segment B project will be mutually shared by all the intending purchasers of Segment "B" of the Complex.

**C.** 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;

**D.** The South Dum Dum Municipality has granted the commencement Certificate to develop the said Complex vide approval dated \_\_\_being No.\_\_\_\_\_.

**E.** The Promoter has obtained final layout plan approval from South Dum Dum Municipality. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be further modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to \_\_\_Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable, Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.

**F.** The Allottee, after satisfying himself /herself/ itself/ themselves about the title of land, the rights of the Promoter and after inspection of the Plan designs and specifications prepared by the Promoter's Architects and sanctioned by the competent authorities in respect of the Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the **Phase-1** of said Project vide application dated \_\_\_\_\_ and has been allotted the apartment being **Unit No. \_\_\_on\_\_\_** in the Building known as "**Ganapati Apartment**" having a **carpet area** of \_\_\_\_\_ sft. (excluding Balcony/Verandah/Open Terrace) **plus** the areas of **exclusive balcony/Verandah area** being \_sq.ft. i.e. the **total chargeable area beingsft.** be the same a little more or less, together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as **the "Apartment/Unit"** and mentioned in the **Schedule-B**);

With pro rata share in the "common areas" (user right only since Common Area will be under Association) common parts, portions, facilities and amenities, as mentioned herein, and also user right in the land beneath the building working out to **super built up area of \_\_\_\_\_ sft.**

**G.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein. The Allottee acknowledges and confirms to abide by the covenants and obligations mentioned in **Schedule-I AND** follow the Rules, Regulations & restrictions mentioned in **Schedule – J** hereunder written which shall be construed as the covenants running with the title of the Apartment.

**H.** In case the Promoters purchases additional land, the Promoters shall be at liberty, at their discretion, to combine them into the said Complex and/or to share and/or to apportion the benefits and advantages, access; way, portions or utility etc. as also the Common Areas (both within the Project or in the Complex) of the Entire Complex to such additional construction on the additional land arising out of such combination with the Said Land. The Allottee has no objection to such increase in the area of the Said Land and the Allottee further agrees to allow and hereby gives his consent to the Promoters to purchase such land and to develop and register under RERA under the same entire Project and the same and/or to integrate the land so purchased into the Said Entire Land and/or the Entire Complex and the Allottee has no objection to the consequent change in the percentage of undivided interest of the Allottee in the Common Areas and also in the facilities appertaining to the Said Apartment, and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Developer making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment, Ownership Rules, 1974, and/or under the West Bengal Apartment, Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.

**I.** At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the deeds pertaining inter alia to the freehold interest, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself /herself /themselves /itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i. the right, title and interest of the Promoter to/over/in respect of the Said Land and to develop and dealwith the Project intended to be constructed/developed on the Said Land;
- ii. the nature, state, condition and measurement of the Said Land and the Project, as applicable, andthe manner in which the same is/are presently intended to be used;
- iii. the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space if any;
- iv. the Common Areas which are intended to form a part of the Project;
- v. the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and theProject and similar projects, in particular;
- vi. the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- vii. the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in

the matter of acquiring freehold interest in respect of the Said Apartment along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment;

- viii. the Specifications as also the measurements, dimensions, designs and drawings;
- ix. the state and condition in which the Said Apartment if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- x. the FAR proposed to be consumed in the Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Larger Property taking into account the FAR to be utilized for all buildings to be constructed thereon. The Allottee(s) of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same in respect of any of the structures, building or on the said Land.
- xi. the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment/Unit, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xii. the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
- xiii. the Common Areas in the Project that may be usable by the transferees/Allottees and other transferees/allottees on a non-exclusive basis are listed in **Schedule D** hereunder written.
- xiv. the pathway, driveway, access Roads forming part of the Infrastructure and all such areas/facilities which are for common use and enjoyment of all the occupants, allottees and users of the said Segment "A" project shall not be used by all owners, occupiers, allottees of the said Segment "B" project. The Allottee(s) waives his/her/their/its rights to raise any objection in this regard and the Allottee shall be claim no rights of ownership over the same and the



Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a. that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;
- b. that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c. that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d. that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e. that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment/Unit And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- f. that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment/Unit And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications,

etc., applicable to the Land and/or the Project.

- g. The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the Apartment/Unit exhibited or any representative images used in different marketing collaterals only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Schedule - F** and the same may not include the fittings and fixtures shown in different marketing collaterals and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided/shown in different marketing collaterals and the Allottee(s) shall not be entitled to raise any claim for such variation.
- h. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the project as mentioned in this Agreement in **Schedule - J**; This Agreement does not preclude to diminish the right of any financial institution, fund, registered money lender from whom finance may have been taken for the Project/Complex and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.

**J.** The parties relying on the confirmations, representation and the assurances of each other with particular reference to the **INTERPRETATIONS** of the legalities of this Agreement precisely stated in Clause No. 35B hereunder which the parties agree to faithfully abide by in accordance with the terms, conditions, and stipulation contained in the agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

**K.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in para G.

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

**1. TERMS**

**1.1** Subject to terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **Schedule-B**;

**1.2** The Total Price (excluding Goods & service Tax) for the Apartment and appurtenances based on the carpet area of the Unit is **Rs. - \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, hereinafter referred to as **"the Unit Price"**. In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and Taxes (which all alongwith the Unit Price all hereinafter collectively referred to as **"Total Price"**. The break-up and description of the Total price is as follows :

<b>Apartment and appurtenances details</b>	Rate of the Unit persquare feet (to be derived)
--	---

	from amounts as per Carpet area)
Unit No. : _____ Type : _____ Floor :	Rs. _____/-
Exclusive balcony or Verandah or Open Terrace	Included in Total price above
Parking - 1 (_____)	No Separate Charges / Not Applicable
<b>[A] Total Unit price (in Rupees) without Taxes</b>	Rs. _____/ -
<b>[B-1] Other Costs : (If Applicable)</b>	
<b>[i] Transformer Charges</b> : Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project,	Rs. _____/ -
<b>[ii] Generator Connection</b> : Allottee's share of the costs charges and expenses for common Generator and its accessories and providing for supply of Power of about KVA therefrom to the said Unit during CESC power failure (Rs. _____/- per KVA)	Rs. _____/ -
<b>[iii] Association Formation charges :</b>	Rs. _____/ -
<b>[iv] Window Grill charges</b>	Rs. _____/ -
<b>[B-1] Total Other Costs (in Rupees) without Taxes</b>	Rs. _____/ -
<b>[B-2] Other Costs : (If Applicable)</b>	
<b>[i] Legal and Documentation charges</b> : Documentation charges 50% of which shall be paid simultaneously with the execution hereof and balance 50% within 15 days from the date of receiving the intimation from the Promoter to take possession of the said Unit.	Rs. _____/ -
<b>[ii] Incidental charges</b> (for facilitating the process of registration) Rs. _____/- on Agreement & Rs. _____/- on	Rs. _____/ -

possession.	
<b>[iii] CESC Meter charges :</b>	On Actuals
<b>[B-2] Total Other Costs (in Rupees) without Taxes</b>	Rs. _ /
	-
<b>Total Price without Taxes in Rupees (A + B1 + B2)</b>	Rs. _ /
	-
<b>[C] DEPOSITS :</b>	
<b>[i] Sinking Fund Deposit :</b> Amount payable towards provisional Maintenance Corpus/Sinking Fund.	Rs. /
	-
<b>[ii] Maintenance Charges Deposit :</b> Amount payable as deposit with the Promoter as and by way of advance Maintenance charges deposit, @ Rs. ___ per sft. equivalent to _____months', as against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for 24 months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust such advance amenities charges deposit.	Rs. /
	-
<b>[iii] Property Tax Deposit :</b> To keep deposited with the Promoter an Interest Free Security Deposit of Rs. ___/- per sft. for 12 months, as Municipal Tax Deposit refundable to the Allottee on separate assessment of the Designated Apartment by the municipal authority or adjusted against the proportionate Tax of the said unit till the same is not separately assessed or against any other dues of the Allottee at the material time.	Rs. /
	-
<b>[C] Total Deposits (in Rupees) without Taxes</b>	Rs. _ /
	-

Explanation:

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

**II.** The Total Price above is excluding GST & Deposits and also any other similar taxes which may be levied in future, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee, 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. Other Costs :**

- a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment/Unit (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.
- b) If any additional KVA is required by the Allottee and the Promoter agrees to provide the same, the Allottee shall be liable to pay additional charges for the same.
- c) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- d) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- e) Security Deposit and other expenses as may be required by the CESC or any other electricity provider for individual meter in respect of the Designated Apartment/Unit directly with the CESC or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- f) Stamp Duty and Registration Charges and all other applicable charges in respect of this Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- g) Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds, which shall be paid by the Allottee to the Promoter.
- h) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- i) Proportionate costs of formation of Association and handover to Association.
- j) None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.

**IV.** The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (I) above and the Allottee shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

**V.** The Total Unit Price of the Apartment/Unit includes: 1) pro rata share in the Common Areas; and 2) exclusive right to use parking(s) (dependent/independent/dependent mechanised) (if provided in the Agreement).

**VI.** The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and

outgoings payable by the Allottee.

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

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

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

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

**1.6** It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule-F** in respect of the apartment without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit and the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and for that the Allottee gives his consent.

**1.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules from the date when such an

excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three per cent of the Carpet area of the Apartment/Unit allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule - H**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**1.8** Subject to the terms and conditions contained herein, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate variable share in the common areas / common parts and facilities in the said Segment "B" of the project. Since the share / interest of Allottee in the common areas / common parts and facilities is undivided and cannot be divided or separated, the Allottee shall use the common areas / common parts and facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas / common parts and facilities to the Association of Allottees after duly obtaining the occupancy/completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the common areas/ common parts and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas/ common parts and facilities to the Association of Allottees as provided in the Act and the proportionate share of the Allottee in the land and also in the common areas/ common parts and facilities will always be variable.
- (iii) The computation of the total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also pro-rata share in the common areas /common parts and facilities, internal & external development charges, and includes cost for providing all other facilities as provided within the Project and parking (if any) as provided in the Agreement.

**1.9** It is made clear by the Promoter and the Allottee agrees that the Apartment along with the right to use Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Complex is an independent, self-contained complex/project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land or except for the purpose of integration of infrastructure and facilities for the benefit of the Allottee in the manner described herein. It is clarified that Project's infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the Allottees of the Complex with further future extensions except the Commercial/Retail Segment and restricted common areas/ common parts and facilities which will be made available to third parties.

**1.10** It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project/Complex, shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act 1972.

**1.11** The Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and/or Complex and to offer the land in the Project/Complex along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Promoter. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent,

municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment or the Project or the Complex, as the case may be). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees for any liability, mortgage loan and interest thereon (or obtain NOC for the same) before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**1.12** The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter has acknowledged and the Allottee hereby agrees to pay the remaining amounts of the Total Price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount, he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in favour of “**Shriji Innovations LLP**”.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

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



apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

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

(i) **Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project and towards handing over the Apartment to the Allottee and the common areas to the Association of the Allottees after receiving the occupancy/completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction milestone by the Promoter as provided in **Schedule-H** ("Payment Plan").

(ii) In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dis-honour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dis-honour charges of Rs. 5000/- (Rupees Five thousand only) (for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dis-honour of any cheque, the Promoter has no obligation to return the original dis-honoured cheque.

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

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

**6.1** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specifications, amenities and facilities, along with this Agreement which is presently pending for approval by the Authority. The Promoter shall develop the Project/Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall not have an option to make any variation / alteration / modification in such plans except in the manner provided under the RERA Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**6.2** Taking into account any extra FAR sanction on account of any sanctionable provision, the Allottee agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said project including the staircases, lifts, entrances, sewerages, drains etc. The Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the land and the common parts and portions.

**6.3** The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas, if any, will only be available on completion of the entirety of the Project/Complex as the same will be utilized for construction activities during the construction period.

## **7. POSSESSION OF THE APARTMENT/ PLOT**

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Promoter, based on the approved plans and specifications, intends to hand over possession of the Apartment in place on 30/06/2028 with a grace period of 12 months (**Completion date**). Unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule, notification of the Government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the 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, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

### **7.2 Procedure for taking possession:**

The Promoter, upon obtaining the full or partial Completion/ Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notices. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the date of notice of possession. The Promoter on its behalf shall offer possession to the Allottee in writing within 15 **days** of receiving the occupancy certificate.

### **7.3 Failure of Allottee to take the possession of Apartment:**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take

possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement or by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges as applicable.

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

**7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.6 (ii) below where the Allottee proposes to cancel/withdraw from the project without any default of the promoter as defined in the promoter herein is entitled to forfeit the balance amount of money paid by the Allottee after the aforesaid deductions shall subject to clause 36.4 below be returned by the Promoter to the Allottee within 45 days of such cancellation.

**7.6 Compensation:**

[i] The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force

[ii] Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date; or (ii) due to discontinuance of their business as developers on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the amounts received by him in respect of the Apartment, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

(i) The Owners have absolute, clear and marketable title with respect to the land of the Project and the requisite authority and rights to carry out development upon the land of the Project and absolute, actual, physical and legal possession of the land for the project.

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the land of the Project;

(iv) There are no litigations pending before any court of law that will materially affect the said land, project or the Apartment at present;

(v) The approvals, licenses and permits issued by the competent authorities with respect to the Complex including the Project are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Building and Apartment and common areas/ common parts and facilities;

(vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any other agreement/ arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of allottee under this agreement;

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

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, possession of the Apartment to the Allottee. The common areas/ common parts and facilities shall be handed over to the association of the Allottees;

(x) The land of the Project is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the same;

(xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till completion/ occupancy certificate of Project has been issued and/or notice of possession has been issued;

(xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the land of the Project) has been received by or served upon the promoter in respect of the land of the Project;

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

(i) The Promoter fails to provide ready to move possession of the Apartment to the Allottee within the Completion Date or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties as certified by the Architect and for which full or partial Completion / Occupancy Certificate has been issued by the Competent Authority.

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

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

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

[b] The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in Clause 8 of this Agreement;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment, Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**9.3** The Allottee shall be considered under a condition of Default, on the occurrence of the following events: -

[a] In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified herein.

[b] In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated.

## **10. CONVEYANCE OF THE SAID APARTMENT**

**10.1** The Promoter on receipt of the entirety of the Total Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment within 3 (three) months from the date of issuance of the Completion / Occupancy Certificate as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT**

**11.1** The Promoter shall be responsible to provide and maintain essential services in the Project for six months from completion / occupancy certificate or till the taking over of the maintenance of the project by the association of the allottees. The interest and enjoyment of the Said Apartment/Unit,

Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the Rules & Regulations mentioned in **Schedule-J** which the Allottee shall be obliged and responsible to comply with strictly. The cost of such maintenance will be paid/ borne by the Allottee to the Promoter from the date of Notice of Possession or obtaining completion/occupancy certificate, whichever is earlier, till handover of maintenance of the project to the association, and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period due no fault of the Promoter; the Promoter may provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter.

**11.2** In the event of any default, the Allottee shall be liable for payment of interest at prime lending rate of State Bank of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented to the following:

- a. To the discontinuance of supply of electricity to the said Apartment/Unit if supplied through a sub-meter.
- b. To the discontinuance of water supply;
- c. Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;
- d. To discontinuance of the facility of DG Power back-up;
- e. To discontinuance of the usage of all amenities and facilities provided in the said project to the said Allottee and his/her/their family members and guests, staff and visitors.
- f. The Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee, and the Allottee assuring not to make such defaults in future.

## **12. DEFECT LIABILITY**

**12.1** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not attributable to the Promoter.

**12.2** 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, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein.

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

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Apartment / Phase / Segment / Complex and if the annual maintenance contracts are not done / renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, 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 and the common areas/common parts and facilities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment / Phase / Segment / Complex 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 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment/Phase/Segment/Complex and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

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

### **14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/ Maintenance Agency / Association shall have rights of unrestricted access of all common areas/ common parts and facilities, parking spaces etc. for providing necessary maintenance

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

## **15 USAGE**

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

## **16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

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

**16.2** The Allottee and all persons under him shall observe all the Rules, Regulations and Restrictions that be framed by the Promoter and/or the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units. These set of *Rules, Regulations and Restrictions* may be amended and/or changed by the Apex Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs from the Allottee.

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

The Parties are entering into this agreement for the allotment of an Apartment with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, all the



requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

## **18 ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act save and except vertical increase in the floors of the block/buildings as agreed or as per the Act.

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

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

## **20 APARTMENT OWNERSHIP ACT**

**20.1** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.

**20.2** A mother association of apartment owners of the Complex ("Apex Association") will be formed upon completion of construction of the Complex as the Promoter may deem fit and proper, and the Promoter shall call upon the Allottees to hold a general meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association, as prepared and provided by the Promoter at such general meeting, which shall be final and binding on all the Apartment Owners. When such Apex Association will be formed, each Allottee shall automatically become a member. Until such Association is formed, the Promoter shall be entitled to cause an ad-hoc committee of the apartment owners to be formed and the initial members of the said ad-hoc committee shall be such of the apartment owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Association of the Project and the Apex Association. The Allottee undertakes to join the Association and the Apex Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Project out of the Complex will form its own Association. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Allottees on their part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the Apartment in question.

**20.3** The Promoter shall at an appropriate time (preferably within a period of three months from the date of possession of the apartments of the Project) notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Owners Association as per local law. The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter and/or its nominees for taking steps for formation of the Apartment Owners' Association.

**20.4** Since this is a large complex containing several residential apartments, the completion and handover of possession shall be phase-wise.

**20.5** Till such time the Apex Association is formed and the maintenance of all the building blocks/phases are handed over to the respective Associations, the Promoter shall look after the maintenance management in place and stead of the Apex Association. The Promoter may by itself or through its nominated agency manage the maintenance of the common areas/ common parts and facilities of the Complex preferably upto a maximum of six months from the date of possession of apartments of the last phase of the Complex or as per local law. This period shall be the interim maintenance period.

**20.6** On completion of the construction of the Project, a notice will be given to the Association to take handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge supervision charges @ Re.1.00 per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less, from the allottees from the expiry of 90 days till the period handover is taken by the Allottees / Association. If the Association does not take hand over of the common purposes even after 180 days from the date of notice, in such event the Promoter shall no longer be liable or responsible inter alia for the common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.

**20.7** Maintenance and common purposes of the individual Phase / Projects shall vest in the Association pertaining to that particular Phase and with regard to the maintenance and common purposes of the Complex, the ultimate power, authority and control of the maintenance shall vest absolutely with the Apex Association which will also be governed by a body of elected representatives (Governing Body).

**20.8** In all matters of taking decision or of forming and applying and relaxing the rules and regulations, the decision of the Governing Body of the Apex Association shall be final and binding on the respective Applicants/Allottees and Associations.

**20.9** In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

**20.10** The Allottees and the Associations shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.

**20.11** The Promoter shall not in any manner be responsible and liable for maintenance of the common areas/ common parts and facilities of the Complex after handing over its charge to the Apex Association.

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

**20.13** Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;

**20.14** Rendition of common services;

**20.15** To receive realize and collect the service charges;

**20.16** To remain responsible for such other functions as may be necessary;

**20.17** The employees employed in the Project/Complex shall upon handing over of the common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the Project/Complex e.g. watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the

Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

**20.18** The Apex Association shall synergize all the individual Associations and the formation of the Apex Association will be progressive and concurrent with the completion of the Complex including future phases. Till such time the Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance (CAM) expenses and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the entire complex towards maintenance of common pathways, infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the Promoter (three months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases. It is further provided that till such time the Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body. It is further provided that in case of completed phases/incomplete phases/ future extensions, the access rights and all other rights of easement etc. shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

**20.19** Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act.

## **21 BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, however, Processing Fees of Rs.50,000/- as agreed at the time of Application / EOI shall be deducted. If Agreement is cancelled after signing by the Allottee deduction will be as per the terms contained herein.

## **22 ENTIRE AGREEMENT**

This Agreement, along with the schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

### **23 RIGHT TO AMEND**

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

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

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

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

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

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

### **26 SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the project.

### **28 FURTHER ASSURANCES**

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

### **29 PLACE OF EXECUTION**

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

### **30 NOTICES**

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

\_\_\_\_ Name of Allottee : \_\_\_\_\_

\_\_\_\_(Allottee's Address) : \_\_\_\_\_,

\_\_\_\_ Promoter's name : **Shriji Innovations LLP**

\_\_\_\_(Promoter's Address) : Yamunotri Apartment, Flat A B, 1st Floor, Kaikhali, Panchwati Complex, VIP Road, Kolkata -700052,

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

### **31 JOINT ALLOTTEES**

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

### **32 GOVERNING LAW**

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

### **33 DISPUTE RESOLUTION**

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

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

### **35 SAVINGS**

Any Expression of Interest, letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

### **36 MISCELLANEOUS:**

#### **36.1 Under Clause 1.6 new sub-clauses (b) and (c) added as follows :**

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

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

#### **36.2 Regarding usage of Car Parking:**

(i) It is agreed between the parties that the specific location of the parking spaces (if any), the right to which is expressly agreed to be granted under this agreement for use by the Allottee, shall be identified solely by the Promoter at the time of delivery of possession of the said Unit to the Allottee, and such identification (if any) shall be final and binding on the Allottee.

(ii) The permission to park private medium sized car(s), if provided, within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;

(iii) That the Car Parking Space/s, if provided in the Project, are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s, if provided or allowed, have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

**36.3: Regarding Extension of Period :** Notwithstanding anything written into this agreement in the foregoing clauses regarding the completion of construction of the building project and/or the period of delivery of allocation to the allottee/s, Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment on the aforesaid date and the same shall not include the period of extension given by the Authority for registration, AND Similarly, the common areas will be handed over progressively on completion of each phase, AND The Promoter will be entitled to give block-wise possession upon obtaining the Completion/ Occupancy Certificate of a building block irrespective of the fact that construction of other blocks and/or provision of facilities may be incomplete.

**36.4: Refund on termination and/or determination:**

**(i)** If the Allottee wishes to cancel, after Application for Booking but before Allotment of the Applied Unit, Processing Charge of Rs. 1,00,000/- (Rupees One Lakh) only will be payable by the Allottee.

**(ii)** If the Allottee proposes to cancel/withdraw from the project after Allotment or entering into Sale Agreement without any fault of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation. Any interest charge payable by the Allottee and outstanding till date of receipt of intimation of cancellation request shall also be paid by the Allottee.

**(iii)** In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the said Apartment/Unit to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money to be paid to the Allottee after the aforesaid deductions shall subject to clause 36.4 (iv) below be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said Unit is resold to any other allottee and subject to allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of Unit and pay/borne all cost for execution and registration of that revocation document.

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

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

**(vi)** The Allottee is aware that various Allottees have chosen to buy units(s) in the Complex with the assurance that the conduct of all the users of the Complex shall be appropriate and in line with high standards of social behavior. Similarly the Promoter has agreed to sell the Units to Allottees on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Allottees.

Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

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

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

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

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

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

**36.5: Possession for Fit-Out:** In case the Allottee seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion/ Occupancy Certificate and upon payment of the Total Price, other charges/amounts and deposits as provided herein and also the requisite Stamp Duty and registration and other charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use the Apartment till Completion/ Occupancy Certificate is received and Deed of Conveyance is executed. The entire process relating to Fit-out has to be followed as explained in **Schedule -K** hereunder written.



**36.6: Failure to Take Possession :** If the Allottee/s fails to take possession of the Said Flat within the stipulated period of this agreement from the promoter, the Allottee/s shall be liable to municipal tax and other outgoings fallen due on and from the date of possession along with further amount of Rs. 10000/- per month as guarding charges for the period of delay in taking possession. The Date of Possession shall always be deemed to be the date which comes on expire of the period of Notice for delivery of possession.

On and from the Possession Date:

(a) The Apartment/Unit shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;

(b) The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment/Unit and the Common Areas on and from the Deemed Possession date/Possession Date;

(c) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession.

The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Promoter/Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- To the discontinuance of supply of electricity to the Said Unit.
- Restricted supply of Garbage Bags and from collection of the same;
- To the discontinuance of water supply;
- Restricted for electro-mechanical services i.e electrician, plumber, intercom services;
- Restricted from granting Leave and License or tenancy;
- Restricted from being member of any committee;
- Restricted entry of servants and maid servants;
- Restricted entry at gate;
- Inspection of Unit by representative of Allottee restricted;
- Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;
- To discontinuance of the facility of DG Power back-up, if any;

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

If the arrears on this account exceeds a sum of Rs.50,000/- in such event the Promoter/Association as the

case may be, shall have the right to take appropriate steps for putting up the said Apartment/Unit on Sale and realize the arrears from the Sale Proceeds.

**Schedule for possession of the Common Amenities:** The Promoter assures to hand over possession of the said common amenities progressively. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/Unit on the ground of non completion of aforesaid common amenities if the said Apartment/Unit has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee.

**36.7: Further Covenants :**

**[i]** Notwithstanding anything comprises in the foregoing clause No-7.6 of this agreement, the Allottee/s shall not be entitled to get any such compensation with handing over possession of the Said Apartment from the promoter.

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

**[iii]** If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

**[iv]** If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. The Allottee appreciates that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed Payment Plan, the Promoter will become entitled to terminate the allotment/ agreement. Similarly if the Promoter does not deliver on time, the Promoter will be liable to be penalized as described above.

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

**(vi)** The Promoter has the rights :-

a) To grant the right or facility of open (dependent /independent) /covered (dependent/Independent) / stilt (dependent /Independent) /mechanical parking space at identified or unidentified parking spaces to any person.

b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.

c) To set or permit the setting up of roof gardens, cooling plants, VSat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.

d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or development or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter

e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.

f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.

g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).

h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion of land thereof.

i) The Promoter will have the liberty to change the direction of infrastructure services which may be required by Promoter to utilize areas in adjoining phase/project.

**[A] DEFINITIONS :**

(i) **"Act"** means the Real Estate (Regulation & Development) Act, 2016; **"Rules"** means the West Bengal Housing Real Estate (Regulation and Development Rules 2021; **"Regulations"** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016; **"Section"** means a

section of the Act.

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

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

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

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

(vi) **AMENITIES** : The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities is as given in the **SCHEDULE – D** below to be provided phase-wise progressively with development of each phase as and when completed. No substantial or significant changes will be done. Since the entire Housing Complex will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire Housing Complex may changebut so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered. The amenities and facilities provided in the Main Tower Block i.e. Segment “B” of the said Complex shall be of exclusive use of the Allottees of Segment “B” and Allottees of Segment “A” i.e. Ganapati Apartments shall not have any right to use of the same.

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

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

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

Unit, meant for the exclusive use of the Allottee. but includes the internal partition walls of the Unit,

(x) **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners of the said Ganapati Apartments or further extensions including those mentioned in SCHEDULE- C hereto. The said charges shall at all times be calculated on the basis of actual total expenses. (a) BCAM CHARGES shall mean the Building Common area maintenance charges payable by the Purchaser inter – alia for the maintenance of the Unit/ Building.

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

(xii) **COMMON AREA / COMMON PARTS AND FACILITIES** shall mean common areas of the said Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, demarcated common passage, entrance gates, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co -Owners/ Co-Lessees and/or Co- Occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE –D** hereunder. The Commercial / other Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. Commercial /other Facilities which are not specifically declared to be 'Common' can be sold by the Promoter to any person without any interference of the Allottees.

(xiii) **COMMERCIAL SEGMENT / PHASE-** shall be the non–residential portion of the Project meant for and to be utilized for commercial purposes only which may inter-alia have provision for: bank/ ATM, Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour, Medical Stores etc. However, it shall be the sole discretion of the Builder/Promoter to allot number of stores for various purposes for Value or consideration to be received only by Builder/ Promoter.

(xiv) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the SCHEDULE -

E. The Mechanical and Covered Car Parking areas (Dependent/Independent), if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment, Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated Terrace space to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.

(xv) **PROJECT** shall mean Ganapati Apartment having Commercial & residential Units the development of which is being undertaken upon the remaining land of the larger property after giving gift to South Dum Dum Municipality more fully described in **Schedule – A (Part-VI)**.

(xvi) **PARKING SPACE, if any**, shall mean a location either covered or open or in open land, sufficient in size for parking of car, trucks, two wheeler or cycles etc. at any levels including Mechanised Parking, whether open or covered, of the Said Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc. and shown in the Plan to be allowed by the Promoter for exclusive use of the Allottee who opts to take it from the Promoter at a consideration.

(xvii) **PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied. In case the Promoter makes provision for Mechanical Parking and the Allottee is allotted the right to the use of such Parking facility in such cases the common expenses on account of Mechanical Parking shall be separately billed and shared exclusively among the Mechanical Parking Allottees only.

(xviii) **PHASE** of a Real Estate Project means a phase of a Building complex which may consist of a building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoreyed building/wing.

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

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

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

## **B. INTERPRETATIONS:**

For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated

hereunder for a clear interpretation:

SL. N O	SUBJECT & INTERPRETATION CLAUSE
1.	<p><b>GST ON MAINTENANCE</b> : All Unit Owners (Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills.</p>
2.	<p><b>INDIRECT TAXES AND LEVIES</b> : The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit (if any) earned from the development and sale to the Allottee shall be borne by the Promoter.</p>
3.	<p><b>POSSESSION AFTER COMPLETION</b> : After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 15th day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the flat on or within 15 days from the date of Notice of possession guarding charges will be applicable. The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting possession by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any minor defect the Promoter will rectify it. The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying possession. If the Unit Owner himself wants to get the work done he can give prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat. If the Allottee has requested for some extra work /modification and Promoter has agreed to complete such work, completion of this work will not be necessary for taking possession of the Flat and the Builder will do such work only after possession is taken by the Allottee. The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work</p>

	<p>done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</p>
<p>4.</p>	<p><b>NORMAL WEAR AND TEAR :</b> It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are manmade and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</p>



5.	<p><b>ADDL. CONSTRUCTION IN FLATS/APARTMENTS/ UNITS</b> : No Additional Construction on the exterior of Buildings or apartment is permissible. No internal changes allowed and Allottees cannot request Promoter for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re- sanction without which we will not get the completion certificate (CC).</p>
6.	<p><b>RETAINED AREA OF THE PROMOTER</b> : The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Project they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.</p>
7.	<p><b>PHASE-WISE FACILITIES AND AMENITIES</b> : In large projects the provision of various Facilities and Amenities will be phase wise. In some cases provisioning of all Facilities may take several years. While some Facilities may be provided in the initial phase there may be others which will come as the construction of the Complex progresses to subsequent phases.</p> <p>Sometimes the Promoter may later decide to provide some additional Facilities or add installations which were not earlier planned. In such cases the Allottees shall not object on the ground that the Common expenses may increase. There can also be a situation where due to adverse market condition the Promoter is forced to abandon a subsequent phase. In such cases also the Allottees shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</p> <p>The Allottee shall not have any manner of right, title or interest in respect of the specified facilities, save and except the right to use and enjoy and /receive certain common services of/from the said specified facilities, subject to the timely payment of the Maintenance Charges.</p>
8.	<p><b>CHANGE IN ALLOTMENT</b> : If Allottee wants to change his allotted Flat and shift to another he has to first cancel the present allotment and Re-book a new flat which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.</p>
9.	<p><b>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</b> : The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be</p>

	<p>furnished by us.</p> <p>The Allottee shall be obliged to pay the Maintenance Charges in advance as per the said estimate. The Facility Manager shall provide reconciliation of the expenses towards CAM charges after end of the relevant financial year and the parties hereto covenant that any credit /debit thereto shall be settled by adjustment (i. e +/-) in the last two bills at the end of the financial year.</p>
10	<p><b>RUBBISH THROWN FROM HIGHER FLOORS</b> : Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit Owners in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below. Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mis-happenings.</p>
11	<p><b>UTILIZATION OF FLAT BY PROMOTER BEFORE CC</b> : During construction, the Promoter shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used flat. This will not apply to Units after grant of CC.</p>
12	<p><b>DAMAGE</b> : In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Promoter remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or consequential damages or losses.</p> <p>Besides the above , in order to retain the fitness, appearance and aesthetics of the Building blocks it will be a mandatory responsibility cast on the Association/Promoter to do structural repair and color painting of the exterior of the Building blocks at interval of every five years/or as may be required time to time by utilizing the accretions to the Sinking Fund which will be formed out of collections @ 20% more than the normal Maintenance Charges every month and invested in F.D.</p>
13	<p><b>AVOID FRIVOLOUS COMPLAINTS</b> : In case the Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Unit on the floor below the Allottee will be expected to bear with the same over a reasonable time till return of the Unit Owner of the Unit above. If the Owner above is not cooperating we may force open the door to rectify the defect and again repair the door at the cost of the Association. If the Owner of the lower flat is also not available we can follow the same procedure to prevent continuous leakage of water.</p> <p>If the Allottee of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to false ceiling or other damage if any done shall be compensated by the Allottee causing such damage.</p>
14	<p><b>HANDLING OF FURNITURE AND OTHER OBJECTS</b> : The Unit Owners shall use only the stairs for carrying furniture or other objects and not the Lift which may cause</p>

	<p>damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Owner that he undertakes to repair the lift if any damage is caused.</p> <p>Secondly, while making furniture, fixture or affixing anything within the Unit if any damage is caused to the floor or the wall the Promoter will not be responsible. That is why it is advised that the Allottee should check whether there is any dampness or cracks prior to embarking on these work. Otherwise Promoter will not be liable to rectify any defect.</p>
15	<p><b>PLACEMENT OF DG, TRANSFORMERS ETC.:</b> Placement of Transformers, DG, air conditioners etc. shall be done as per the advice of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.</p>
16	<p><b>MUNICIPAL WATER :</b> It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.</p>
17	<p><b>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED :</b> The Agreement entered into by and between the Promoter and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person, who is not an authorized representative of the Promoter, is to be ignored completely.</p>
18	<p><b>PAYMENT OF INTEREST MANDATORY :</b> In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Promoter fails to give possession at the mentioned time, the Promoter will also pay interest at the said rate. The Allottees are advised not to seek interest waiver as the Promoter follows a strict policy and If there is any issue with regard to the calculation mistake please intimate the same and the Promoter will look into the same and rectify.</p> <p>You cannot get interest waiver since we also have to pay interest to the bank for construction loan and we also have to pay you interest due to delay in possession so we will not be able to waive off interest if levied in your account due to late payment. The Allottee agrees to pay to the Promoter interest on all amounts including the Total consideration or any part thereof payable by the Allottee to the Promoter under the terms of this Agreement from the date of said amount becoming due and payable by the Allottee till the date of realization of such payment. The Allottee confirms that the payment of interest by the Allottee shall be without prejudice to the other rights and remedies of the Promoter and shall not constitute a waiver of the same.</p>
20	<p><b>INSTALLATIONS</b> such as WTP /STP/ Septic Tank, Garbage vat etc. will be positioned within the Complex as per the advise, plan and design of the Architect / Consultant.</p>

21 .	<p><b>QUALITY OF WATER SUPPLY</b> : The Promoter shall confirm the quality of the water supplied to the entire complex and obtain Water test report certifying that the water supplied to be of good potable quality and following such test report nobody shall question the quality of water.</p>
22 .	<p><b>MUTATION AND ELECTRICITY METER</b> : The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of 15(fifteen) days from the date of possession and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non fulfillment and/or non observance of this obligation by the Allottee.</p> <p>Mutation of the Unit and obtaining electricity meter shall be the absolute responsibility of the Unit Owner and if required, the Promoter will only have an advisory role. The Promoter may appoint a consultant at reasonable cost to help the Unit Owners in these matters.</p> <p><b>(i) For Electricity Connection :</b></p> <p>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for Electricity Connection process, this details are given below:</p> <p>Otherwise Allottees can follow the below mentioned process-</p> <p><b>Step – 1:</b> To obtain the copy of the Possession letter of the Flat from the Promoter.</p> <p><b>Step – 2:</b> Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</p> <p><b>Step – 3:</b> Allottee needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Flat and necessary fees to the Electricity office.</p> <p><b>Step – 4:</b> Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</p> <p><b>Step – 5:</b> After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</p> <p><b>(ii) For Mutation :</b></p> <p><b><i>How will the mutation of flat be done?</i></b> : The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for mutation process, this details are given below:: Otherwise flat owners / buyer’s can be follow the below mentioned process –</p> <p><b>Step – 1:</b> To obtain the Completion Certificate of the particular block from the Promoter. · <b>Step –</b></p> <p><b>2:</b> Allottees to intimate to Municipality about the details of Promoter. ·</p> <p><b>Step – 3:</b> Municipality will issue the Tax liability invoice ·</p> <p><b>Step – 4:</b> Allottee to clear the demand and get the NOC from Municipality.</p> <p><b>Step – 5:</b> Allottee to get his unit Conveyance Deed.</p>

	<p><b>Step – 6:</b> Owner to apply the mutation at Municipality along with copy of Deed and NOC for Taxwith fees.</p> <p><b>Step – 7:</b> On the hearing date Allottee to be present with original documents for Mutation At Municipality.</p>
23 .	<p><b>DELAY IN SUPPLY OF ELECTRICAL POWER :</b> Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex. In case of such delays, till such time the connection is obtained the Promoter assures that power shall be made available from the DG. In such cases Promoter’s Sub-meter shall be installed and Buyer will pay per unit cost of electricity as per electricity company rate. Additional cost if any will be at the cost of the Promoter during the interregnum.</p>
24 .	<p><b>MARKETING COLLATERALS :</b> The images shown in Marketing collaterals for flat with all furniture items, electronic goods, amenities etc. provided thereon may not represent all the different</p>
	<p>types of Flats in the Complex but is only a representative specimen of limited type of Units solely intended for the purpose of giving out an idea of the kind of internal, specification, pipes some fitments as described in Specification <b>Schedule ‘F’</b>(not furniture and fixture) etc. and neither will it be a matching replica of the Flat Unit which the Customer intends to purchase nor will it be matching in its layout.</p>
25 .	<p><b>TILING/FLOORING/WALLING :</b> Secondly, in case the tiling/floor within any flat unit gets affected and there is a need to change some of the tiles, despite the best efforts the Promoter may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color scheme and the Allottee agrees to accept these unavoidable minute differences.</p> <p>As per our structural consultant the hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the different material. They are mostly non- structural in nature, and the structure will be safe and stable despite cracks. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall &amp; RCC frame structure.</p>
26 .	<p><b>NAME OF THE COMPLEX :</b> In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the Complex . In such cases the Unit Owners shall not object to change of name and if need be, the Promoter is prepared to comply with any legal requirement, if any, in this regard.</p> <p>The Allottee agrees and undertakes to cause the Association/Apex body to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Promoter.</p>

27 .	<b>RESTRICTED USE OF PROMOTERS NAME/MARK</b> : The Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason , save and except for the purpose of address of the Apartment and if the Allottee does so the Allottee shall be liable to pay damages to also Promoter and shall further be liable for prosecution for use of such mark of the Promoter
28 .	<b>BOUNDARY WALL</b> : The Promoter will provide a well constructed Boundary encircling the entire Complex. Additional request from Unit Owners for affixing barbed wire on top of the Boundary wall will not be entertained by the Promoter as it affects the aesthetics. If the Association wants to affix the barbed wire it may do so at its cost.
29 .	<p><b>MAINTENANCE SOP</b> : i. When applying for CC the Promoter shall form a sec 8 Company and open a Bank Account and FM company should be on board;</p> <p>ii. All deposits and maintenance related receipts will be received in sec 8 company or will be transferred to sec 8 company immediately on receipt;</p> <p>iii. Sec 8 company will maintain account of: <b>(a)</b> Day to day related activities and facilities <b>(b)</b></p> <p>Regular payments and regular expenses including AMC</p> <p>One more account of sec 8 company will be opened for maintaining non regular nature of expenses like repair, renovation, painting, replacement of structure, facilities, equipments etc. In this account all sinking collections fund will be received or transferred and all expenses of irregular nature as defined above will be made;</p> <p>v. For both the purposes, the separate Bank Accounts as mentioned above will be maintained – one for regular items and the other for non regular items and both the accounts shall have auto- swipe facility so that any surplus automatically gets transferred to FD.</p> <p>iv. At year-end both the accounts will be prepared separately and presented to the maintenance committee. All accounting entries including receipts and payments will be done from site only through a proper Maintenance software. From day one the said software must be installed and all buyers /flat owners must get used to all features</p>

**THE SCHEDULE–A ABOVE REFERRED TO**

**PART –I**

**(THE PURCHASED LAND)**

**ALL THAT** the piece and parcel of land area measuring 13996.65 sq.mtrs. equivalent to 209 cotthas 4 chittacks more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, 1166/4600 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being Municipal

Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para  
ON THE SOUTH : Dakhindari Road  
ON THE EAST : R.S. Dag No.1175 & 1176  
ON THE WEST : Part Sadhana Aushadhalaya Road & part Drain

**PART –II**

**(LARGERPROPERTY)**

**ALL THAT** the piece and parcel of land area measuring 13973.61 sq.mtrs. equivalent to 208 cotthas 13 chittacks 11 sft. more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of R.S. & L.R. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432,

434, 435, 436, 437, 438, 440, 442 & 1185 being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows : ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para

ON THE SOUTH : Dakhindari Road  
ON THE EAST : R.S. Dag No.1175 & 1176  
ON THE WEST : Part Sadhana Aushadhalaya Road & part Drain

**PART - III**

**(PORTION OF LARGER PROPERTY GIVEN GIFT TO SOUTH DUM DUM MUNICIPALITY)**

**ALL THAT** the piece and parcel of land with Pond measuring 3620.40 sq. mtrs. equivalent to 54 Cottahs 2 chittacks more or less (i.e. Land measuring 31 Cottahs 7 Chittacks and Pond measuring 22 Cottahs 11 Chittack) comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of entire R.S. Dag Nos. 1168 (Pond) & 1171 (Portion) under R.S. Khatian Nos. 731, 732, 758, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A) Dakhindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas and butted and bounded as follows:

ON THE NORTH : By R.S. Dag No.1170 (Land of the Donor);  
ON THE SOUTH : Dakhindari Road;  
ON THE EAST : By R.S. Dag No.1176  
ON THE WEST : By R.S. Dag No.1171 (portion) (Land of the Donor)

**PART - IV**

**(PORTION OF LARGER PROPERTY GIVEN GIFT TO SOUTH DUM DUM MUNICIPALITY)**

**ALL THAT** the piece and parcel of land totalling to 77.78 sq. meters (equivalent to 837 sft.) more or less comprised in and situated at Mouza – Dakshindari, J.L. No.25, R.S. No.6, G.D No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas Panchannagram, comprising of R.S. Dag No.1166 (Portion) under R.S. Khatian Nos.730, 731, 732, 758, 760, 761 (Modified Khatian Nos.739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A), Dakshindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, P.O. – Dakshindari, Police Station - Lake Town in the District of North 24-Parganas and butted and bounded as follows:

ON THE NORTH : By R.S. Dag Nos. 1166 (portion) & 1171 (Land of the Donor)  
ON THE SOUTH : Dakshindari Road  
ON THE EAST : By R.S. Dag No.1167  
ON THE WEST : By R.S. Dag No.1165

**PART – V**

**(the said Project Land)**

**(NET REMAINING LAND OF LARGER PROPERTY AFTER GIVING GIFT TO SOUTH DUM DUM MUNICIPALITY ON WHICH THE SAID COMPLEX IS BEING CONSTRUCTED)**

**ALL THAT** the piece and parcel of land area measuring 10275.43 sq. mtrs. equivalent to 153 cotthas 8 chittacks 29 sft.) more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730,731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 being Municipal Holding No.116 (Old No.71 A) Dakshindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakshindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para  
ON THE SOUTH : Dakshindari Road  
ON THE EAST : R.S. Dag No.1168 & 1171 (part)  
ON THE WEST : Sadhana Aushadhalaya Road

**PART – VI**

**(THE SAID FIRST PHASE LAND/SAID LAND)**

**ALL THAT** the piece and parcel of land area measuring 368.29 sq.mtrs. more or less situate lying in Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, being a portion of Holding no. No.116 (Old No.71 A) Dakshindari Road, Kolkata - 700 048 comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730,731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakshindari, in the district of North 24 Parganas.

**PART – VII**

**(THE SAID SECOND PHASE LAND)**

**ALL THAT** the piece and parcel of land area measuring 9907.14 sq.mtrs. more or less situate lying in



Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, being a portion of Holding no. No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048 comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730,731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas.

**THE SCHEDULE-B ABOVE REFERRED TO**

**(APARTMENT)**

**ALL THAT** the Residential Unit No. \_\_\_\_\_ on the \_\_\_\_\_ **Floor** of the Building known as “**Ganapati Apartments**” having **carpet area of \_\_\_\_\_ square feet** (excluding **balcony/Verandah/Open Terrace**) plus area of exclusive **balcony/Verandah/Open Terrace** being \_\_\_\_\_ **sq. ft. i.e. Total Chargeable area being \_\_\_\_\_ sft.** be the same a

For the purpose of registration : With pro rata share in the “common areas” (user right only since Common Area will be under Association) common parts, portions, facilities and amenities, as mentioned herein, working out to **super built up area of \_\_\_\_\_ sft.**

**THE SCHEDULE-C ABOVE REFERRED TO**

**(COMMON AREA MAINTENENCE EXPENSES)**

1. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the Project/Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project/Complex and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project/Complex as usually are or ought to be.
3. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project/Complex.
4. Cleaning as necessary of the areas forming parts of the Project/Complex.
5. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project/Complex and providing such additional lighting apparatus as the Promoter may think fit.
6. Maintaining and operating the lifts.
7. Providing and arranging for the emptying receptacles for rubbish.
8. Paying all land revenue/khazana for the land of the Project/Complex and the rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees/ occupiers of any Apartment.
9. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.

10. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenant on the part of any occupants of any of the Apartments.
11. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
12. Insurance of fire fighting appliances, if any, and other equipment's for common use and maintenance renewal and insurance of the common equipment as the Promoter/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
13. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
14. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
15. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
16. Any other expense for common Purpose

**THE SCHEDULE-D ABOVE REFERRED TO**  
**(COMMON AREAS/Common PARTS, FACILITIES & AMENITIES)**

The Common Areas, parts and Amenities are at 3 (three) levels, which are:

**LEVEL1:** The Common Portions at Level 1 includes the following (if provided at the discretion of the Promoter and meant for use and enjoyment of any of the segments or phases and which may be installed or located in any of the phases):

- 1.1.1 Sewerage treatment Plant/Water Treatment Plant (if any)
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
- 1.1.3 Electrical Transformers, electric wiring meters and panels.
- 1.1.4 Roads, installations, and security arrangements not exclusive to any segment.
- 1.1.5 Drains and sewers from the premises to the Municipal Drains.
- 1.1.6 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.7 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.8 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.9 Transformer electrical wiring meters and electrical panels
- 1.1.10 Management / Maintenance office if any
- 1.1.11 Security arrangements with CCTV
- 1.1.12 Main entrance Gate
- 1.1.13 Fire Fighting Equipment and Extinguishers and Protection system, if any.
- 1.1.14 Water supply system
- 1.1.15 Communication system for Intercom
- 1.1.16 Water pump, the pump room, water reservoir, tube-well (if any), and distribution pipes

- 1.1.17 Cable connection, Fittings & Fixtures for common area lighting
- 1.1.18 Garden and lawn, water bodies and fountains, if any
- 1.1.19 Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.1.20 Visitors Car Parking, if any.

**LEVEL-2:** Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

- 1.2.1 Entrance with ground floor lobby only.
- 1.2.2 Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.2.3 Elevators
- 1.2.4 Earmarked area of roof of the building demarcated for common use
- 1.2.5 Overhead Water Tank.
- 1.2.6 Lifts and their accessories installations and spaces required therefore.
- 1.2.7 Toilet room on the Ground Floor.

**LEVEL-3:** Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area of the said project whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the project including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the project and common to its Apartment Owners and users. Similarly those in any particular Building/tower shall be deemed to be the Common Part only of that Building/Tower.

**THE SCHEDULE – E ABOVE REFERRED TO**  
**(LIMITED COMMON AREAS AND FACILITIES)**

- 1. Open parking in multilevel car-parking area (if any) and covered car parking areas (dependent / independent) (if any);
- 2. Right of use of any specified area in ground floor or other floor;
- 3. Demarcated area of terrace appurtenant to a particular Apartment.

**THE SCHEDULE – F ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

<b>FOUNDATION &amp; STRUCTURE</b>	Foundation with RCC Piles & Pile caps/Raft Structure designed following the IS code. External & Internal Wall as per design recommended by Architect.
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<b>BEDROOMS/ LIVING &amp; DINING AREA</b>	Flooring: Vitrified Tiles
<b>TOILETS / BATHROOMS</b>	Dado: Tiles upto door height Flooring: Anti-skid ceramic tiles, Reputed brand Sanitaryware and CP fittings.
<b>KITCHEN</b>	Flooring: Anti-skid floor tiles Black Granite/ Kota Stone countertop with stainless steel sink & provision forexhaust fan Dado: Ceramic tiles upto 2 feet height above counter Reputed brand CP fittings
<b>ELECTRICALS</b>	Concealed wiring, Modular switches of reputed make,
<b>DOORS &amp; WINDOWS</b>	Entrance door: Flush Door, Toilet – Flush doors, Anodized aluminum sliding windows
<b>WALLS</b>	Plaster of Paris
<b>ELEVATORS</b>	Schindler/ Kone/ Otis / Hyundai / Johnson or equivalent make

**THE SCHEDULE–G ABOVE REFERRED TO**  
**(RESERVED RIGHTS)**

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

- (1) The right to the free and uninterrupted ingress, egress and easement and running of all appropriate services and supplies from and to the passage and other common areas/ common parts and facilities.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate and in the best interest of the allottees in order to serve the Project/Complex.
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and the common areas/ common parts and facilities as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas/ common parts and facilities as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) Until the sale and transfer of all the Apartments in the Project/Complex, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project/Complex to enable the Promoter to market the Apartments and also the right to place signs in and around the common areas/ common parts and facilities for marketing.
- (5) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the Building/Project/Complex.
- (6) The right of the Promoter/Association and all persons authorized by it at reasonable times and on

reasonable notice to enter the demised unit/Apartment for carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.

(7) The right of support, shelter and protection which each portion of the building gives to other parts of the Building/Project/Complex.

(8) The right to build or alter or deal with the Building/Project/Complex even if this affects the light and air coming to the demised unit/Apartment or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit/Apartment.

(9) The right and liberty at any time to alter, raise the height or rebuild Building/Project/Complex or to erect any new building(s) in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.

(10) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Project/Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Project/Complex and its Occupiers.

(11) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Project/Complex and/or Apartment

(12) To erect scaffolding for the purpose of repair, cleaning or painting the Building/Project/Complex notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit

(13) Alteration in the beams and columns passing through the Building's Common Portions for the purpose

Of making changing or repairing the concealed wiring and piping or otherwise.

(14) The Promoter shall retain for itself, its successors and assigns including all of the apartment Owners/occupiers, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common areas/ common parts and facilities as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such common areas/ common parts and facilities as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Project/Complex.

(15) The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common areas/common parts and facilities for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common areas/ common parts and facilities including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common areas/ common parts and facilities provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

(16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.

(17) Such other rights supports, easements and appurtenances as are usually held occupied or

enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

**THE SCHEDULE – H ABOVE REFERRED TO**  
**(PAYMENT PLAN)**

A. The Total Unit Price excluding the Other Costs and Deposits and Taxes amounting to Rs. \_\_shall be paid by the Allottee to the Promoter in installments as follows:

<b>Schedule of Payment of the Total Unit Price :</b>		
<b>No</b>	<b>Particulars</b>	<b>Percentage of Consideration Amount</b>
1.	On Application	
2.	On Allotment/Booking (Booking Amount) (Within 7 days of Application)	10 %
3.	On execution of Agreement (Less Application amount)	10 %
4.	On Completion of Piling work	10 %
5.	On Completion of 1 <sup>st</sup> slab casting	10 %
6.	On Completion of 2 <sup>nd</sup> slab casting	10 %
7.	On Completion of 3 <sup>rd</sup> slab casting	10 %
8.	On Completion of 4 <sup>th</sup> slab casting	10 %
9.	On Completion of 5 <sup>th</sup> slab casting	10 %
10.	On Completion of Flooring of the said Unit	10 %
11.	On Completion of Windows of the said Unit	5 %
12.	On offer of Possession	5 %
		<b>100 %</b>

B. The Taxes on the amounts payable as per para A above shall be payable at applicable rates along with the relevant amounts.

C. The Other Costs [B-1], as mentioned in Clause 1.2 hereinabove, with applicable Taxes shall be paid by the Allottee to the Promoter 50% at the time of Sale Agreement and balance 50% with 7 days from the date of Issue of Notice of Possession or Possession (whichever is earlier).

D. The Other Costs [B-2], as mentioned in Clause 1.2 hereinabove, with applicable Taxes shall be paid by the Allottee to the Promoter as and when it becomes due.

E. The Deposits shall be paid by the Allottee to the Promoter within 7 days from the date of issue of Notice of possession to the Allottee or Possession (whichever is earlier).

**THE SCHEDULE – I ABOVE REFERRED TO**

**(ALLOTTEE’S COVENANTS, OBLIGATIONS AND ACKNOWLEDGEMENTS)**

The Allottee has prior to execution of this Agreement already inspected and got himself /herself /itself /themselves satisfied about the physical nature and measurement of the said land and has also made necessary and relevant enquiries and has accepted the specifications of the materials to be used, measurements, dimensions, designs, drawings and boundaries of the Project and the Complex. The Allottee has appraised himself /herself /itself /themselves about the Title Documents, the Plan and all other necessary documents and agreements and has fully satisfied himself/herself/itself/themselves about all aspects of the Project including:

- a) the title of the Owners in respect of the said Property;
- b) the right, title and entitlement of the Promoter in respect of the Unit and the said Land;
- c) the Plan;
- d) the Carpet Area, Balcony & Utility Area, Terrace Area, and Built-up of the Unit and the Project;
- e) the Specifications;
- f) the common areas/ common parts and facilities.
- g) the Project details including progressive phase-wise construction completion and delivery of various Buildings/Blocks and the common areas/ common parts and facilities;
- h) the right, title and interest which the Allottee is going to obtain in respect of the Unit;
- i) the entitlement of the Owners and the Promoter to enter into this agreement; and
- j) the terms and conditions of this Agreement.

2. The Allottee acknowledges that the Allottee shall abide by the charges, rules and regulations framed by the Promoter or Association from time to time for the use and enjoyment of the common areas/ common parts and facilities including the Club.

3. The Allottee has represented and assured the Promoter that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the said Unit and has adequate competence to fulfill his/ her/ its/ their obligations under this Agreement.

4. The Allottee is entering into this agreement with full knowledge of all laws, rules, regulations and notifications applicable to the residential projects in general and the Project in particular.

5. The Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN and Aadhaar card as required by the Promoter and/or the Owners from time to time.

6. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the Unit and remittance of funds.

7. The Allottee shall further abide by and comply with all applicable rules, regulations and statutes as laid down and notified from time to time for usage, maintenance, possession and enjoyment of the said Unit and shall keep the Promoter saved secured indemnified and harmless in this regard.

8. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over the possession of the said Unit, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Promoter and the Project indemnified,

secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.

**9.** The Allottee acknowledges that the blocks/buildings and common areas/ common parts and facilities may be made available and handed over to such Facility Manager for operation and maintenance progressively upon completion.

**10.** The Allottee hereby agrees to and covenants with the Promoter not to raise any dispute or put forward any objections with respect to any ongoing construction work of other parts of the Project such as other Buildings/Blocks and the common areas/ common parts and facilities and also acknowledges that some of the common areas/ common parts and facilities including the Club may be provided only upon completion of the entire Complex.

**11.** The Allottee hereby agrees that the certificate of the Architect as to the measurement of the said Unit and specifications shall be regarded as final and binding upon the parties herein.

**12.** The Allottee hereby declares and confirms that the Promoter has, prior to the execution hereof, specifically informed the Allottee that the Promoter will be entitled to erect/provide space for electric sub-station/transformer in the Project/Complex and that the same shall be handed over to the Calcutta Electric Supply Corporation or any other service provider or appropriate authority. Consequently the workmen, staffs, employees and agents of The Calcutta Electric Supply Corporation or the any other service provider or appropriate authority shall at all times thereafter, have the right and authority to enter upon the Project/Complex for the purpose of access to and from any proposed electric installation and the Allottee hereby consents and agrees to the same and neither the Allottee nor the Association shall raise any dispute or objection to the same.

**13.** The Allottee shall not in any manner cause objection in the construction or completion of the Buildings/ Project/ Complex, nor shall commit breach of any of the terms and conditions herein contained. In the event of any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or demising other units/constructed areas to the transferees, then and in that event without prejudice to other rights of the Promoter in this regard, the Allottee shall be liable to indemnify and compensate the Promoter for all losses, damages, costs, claims demands, actions and proceedings that may be suffered or incurred by the Promoter.

**14.** The Allottee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the said Unit leviable for the period from the date of possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the said Unit in favour of the Allottee, whichever is earlier. Until separate assessment/ apportionment and/or mutation of the said Unit, the Allottee shall periodically pay and/or reimburse to the Promoter the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the said Unit. Upon the separate assessment/ apportionment and/or mutation of the said Unit, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the said Unit. Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Unit and proportionately for the Project/Complex from the date of possession or from the date of execution of the deed of conveyance for transfer of the said Unit in favor of the Allottee, whichever is earlier.

**15.** The Promoter shall be perpetually entitled to use the elevation, common parts of the buildings/blocks of the Project and Complex, the common areas/ common parts and facilities as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.



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

**THE SCHEDULE – J ABOVE REFERRED TO**

**(RULES REGULATIONS AND RESTRICTIONS)**

**As from the date of possession of the said Apartment /Unit the Allottee agrees and covenants :**

1. To co-operate with the other Apartment/Unit Owner and the Promoter in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Promoter including those relating to possession policy and permissible changes policy of the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment/Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
4. To allow the Promoter with or without workmen to enter into the said Apartment/Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment/Unit Owner.
5. To pay charges for electricity in relation to the said Apartment/Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Complex/building.
6. Not to do anything or prevent the Promoter from making further or additional constructions notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment/Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment/Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment/Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The elevation must be repaired at intervals of every five years. The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same.
8. Not to do or cause anything to be done in or around the said Apartment/Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment/Unit or adjacent to the said Apartment/Unit or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
9. The Allottee shall ensure that the key common areas of the Building viz entrance lobby, garden, play areas, temple (if applicable) are maintained to the highest standards with

regular cleaning and maintenance. The Allottee shall further ensure that refurnishing /major overhaul is done every 5 years, starting from date of offer of possession.

10. Not to damage demolish or cause to damage or demolish the said Apartment Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment/Units in the building or which may cause damage to any other portion of the building in any manner AND particularly not to change and/or cover, block, obstruct or remove any Common Services, safety apparatus such as Fire Sprinklers installed within the flat as well as in common areas or CCTV cameras, Fire detectors etc. and to give complete access anytime even if it is through or within the Apartment/Unit and fully co- operate.
11. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment/Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
12. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Promoter/Association.
13. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
14. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
15. Not to use the said Apartment/Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighbouring premises.
16. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kuccha or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
17. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
18. Not to park car on the pathway or open spaces of the building complex or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/Association.
19. Not to dry any clothes upon/outside the windows/elevations/Balcony and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Apartment/Unit.

21. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In-charge in writing.
22. The occupants of the Apartments/Units shall ensure that no garbage shall be permitted to accumulate in front lobby or in any exposed area and always to keep the same neat and tidy and well maintained and touse it as a well decorated space and also car parking space.
23. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter.
24. Watchman, driver, domestic servants or any other person employed by the Apartment/Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/corridors/ lift room/ garden or any common areas.
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
26. Any workmen temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment / Unit shall becarried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association as the case may be.
27. The Apartment/Unit Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Promoter/Association will be competent to impose fine on the offenders.
28. Smoking will be prohibited within the residential/commercial areas save and except specified smoking zones where only smoking will be permitted. Similarly drinking alcoholic drinks in the common areas of the Project will be strictly prohibited.
29. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only onproper authorization from the Apartment /Unit Owner.
30. Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
31. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
32. To carry out all interiors and/or decorations during the approved time without creating any annoyance ordisturbance to the other Owners and/or occupiers.
33. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association.
34. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and

kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge.

35. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
36. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Allottee.
37. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
38. Other than what has been provided by the Promoter Not to neither have nor create any place of worship in any common part or portion of the building or the Complex.
39. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
40. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
41. The Allottee agrees and acknowledges that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right title interest in the unsold units and the Allottee shall not object to or impede the sale of any unsold stock such as apartment, Servant's Quarter, car/two wheeler parking space to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper without requiring any consent of the Allottee. In case the Allottee directly or indirectly breaches this undertaking, he shall be liable to pay appropriate damages to the Promoter.
42. The Allottee hereby agrees and undertakes to not, in any manner, impede and to prevent to the best of his ability, all other Allottees of Units from impeding the ability of the Promoter or its representatives to enter into the building and /or the Project or the Common areas for the purpose of showing any unsold units to prospective purchasers or brokers and/or showing the building project to investors or other 3rd parties and, or, in general for any marketing, promotional, Photographic or other legitimate purposes of the Promoter. In case the Allottee directly or indirectly breaches this undertaking he shall be liable to pay an amount equivalent to 0.5 per cent of the Total consideration of his/their the Unit for every day till the time such breach continues the charge will be payable within 15 days from the receipt of a written notice from the Promoter and the Promoter shall have a lien over the Unit for such amount till payment in full is made.
43. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc. shall not be done or permitted within the said Housing Complex and

the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by this, The Apartment/Unit Owners shall also give a declaration undertaking not to slaughter/ kill/sacrifice any living animal except fish in the entire Project under Annexure.

44. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
45. Not to install any air conditioner, except in the approved places and approved method and not to discharge waste water from air conditioner in common areas save and except in the drain system specified or installed by the Promoter.
46. Not allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged. The Promoter may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoter with the Service Provider shall be honored.
47. Pay such further deposits/sinking fund contributions as required by the Promoter/FMC/Association time to time for the common purpose and to keep the Complex one of the Best in the world.
48. Only drills (and not manual hammers) can be used to drive nails/screws into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the FMC or the Association as the case may be (in order to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires).
49. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines Fine may be imposed in case of failure to do so.
50. The lobbies and all common areas of the complex should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free.
51. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
52. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body or the Association.
53. Electrical fitting can only be made within underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
54. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair/replacement plus compensation/service charges, if any .
55. The Promoter or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
56. The Promoter, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit -out and Maintenance process so as to ensure that : (i) The fit-out works are carried out in accordance with the approved plans;  
(ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body/Association. (iii) All the repairs required to be effected in

respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment,

/Unit, if undertaken by the Allottee the said repair of interior work shall be done between reasonable hours so as not to cause any annoyance , nuisance and/or disturbance to the other co-buyers of the complex. (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities. (v) All Apartment/Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.

57. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment/Unit, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association.
58. The Individual Unit Owners must take utmost good care of the wooden doors to keep them in good condition by taking the following simple steps: (i) Door, Frame and Hardware should be cleaned every week by dry cloth; (ii) Door should be opened and closed at least twice a week (iii) Painting/ Polishing work should be done in every 2 years or if required early by observing the paint quality (iv) Room should be cleaned by anti infective floor cleaner at least twice a week (v) Bathroom Floor near door should be kept dry and proper ventilation should there in the bathroom. (vi) Polish should be done by professional polisher and branded materials should be used to avoid blistering. (vii) Door/ Frame should be painted by using oil based primer 2 coats +putty as required + 2 coats of paint.
59. The lobbies, entrances and stairways of the club/Building shall not be obstructed or used for any purpose other than ingress to and egress and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
60. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders.
61. No Apartment/Unit Owner/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated aphonograph or radio or television loud speaker in the Apartment, /Unit if the same shall disturb or annoy other occupants of the building.
62. Each Owner shall keep such Apartment,/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances. Penalty will be imposed on any occupant who is caught.
63. The Allottee shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee shall make himself liable to pay damages and even police action.

64. No article shall be allowed to be placed on the staircase landings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
65. The Apartment/Units have been designed for split air conditioning only with provision for keeping outdoor units of the AC System or route to take refrigerant piping or water drainage lines, and the Allottee shall have to strictly follow while installing their AC Units.
66. **Allottees cannot cover open terrace by any other means except by temporary awnings with prior permission of the Promoter and/or the Association of Apartment, Owners.**
67. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building nor shall anything be projected out of any window of the Building.
68. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner in whose Apartment/Unit it shall have been caused.
69. No radio or television aerial, electrical and telephone installation, machines etc. shall be attached to or hung from the exterior or the roof of the building by the occupants.
70. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or panelling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
71. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
72. No vehicle belonging to a Apartment/Unit Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle. Penalty shall be imposed on the Occupant for wrong parking and impeding access to the building.
73. After the Purchase the Unit Owner shall get his Apartment mutated. In case of default by the Apartment Owner, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Owner the Unit Owner is bound to bear and pay all costs, charges and expenses including professional fees.
74. The access to the ultimate common roof which is in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
75. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
76. Use the spittoons/dustbins located at various places in the Project. The Allottees and their guests are expected to dispose off all rubbish and wastes in the pre-positioned dust bins/spittoons
77. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
78. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the

said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

79. Not to install or keep or run any generator in the Said Apartment/Unit or the Garage/Parking space, if any.
80. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
81. Not to overload the club passenger lifts or other lifts as the case may be and not to move goods through passenger lift but from the staircase/service/goods lift of the Building if provided therein.
82. Not to cover the balconies/terraces of the said Apartment, /Unit.
83. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles /shade/color scheme in Walls of Balcony shall not be allowed. However, if Allottee still wants to put up railing, he can do so only if Architect permits him to do but in that case the visual appearance may change marginally.
84. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Complex. The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee is advised to take legal recourse.
85. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit.
86. The Allottee shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;
87. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Developer in connection with or for common purpose or incidental to any services of the said Complex.
88. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
89. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
90. Not to change location of the wet/waterproofed areas.
91. House rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Holding Organization.
92. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the Said Unit.
93. Not to raise any objection in the Promoter's installing any telecom tower, Internet tower or



- erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings with/without Unit and the considerations for these rights will be received by the Developer.
94. To allow the Promoter and occupants to enjoy the right of easement and/or quasi easements at the Units.
  95. To co-operate with the Developer/ Maintenance in charge in the management and maintenance of the said Project.
  96. To observe the rules framed from time to time by the Developer / Maintenance In charge.
  97. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
  98. No Birds or domestic animals shall be kept or harbored within the Apartment, without abiding the laws framed by the Local Competent Authorities, Associations by-laws and regulations and the Pet shall not be left in the common area of the building. .
  99. If the Promoter installs Composter or any other environment friendly equipment in the Housing Complex for maintaining clean environment, in that case after formation and hand over of common purposes, the Association of Apartment, Owners will continue to maintain the same in future.
  100. The position of Kitchen and Toilets in each floor of Building blocks as per original plan cannot be shifted as it would affect the drainage system. It is the prerogative of the Unit Owners to preserve the Unit as per the Plan and any modification of the plan by shifting the toilet/kitchen from its original position to another position is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.
  101. The Promoter or the Association may implement a system of imposing penalty on occupants who due to neglect or even otherwise commit acts of nuisance in the complex or for any non compliance.
  102. The Promoter and/or the Association shall have the authority to issue directives to the Unit Owners to follow norms and adopt preventive measures in order to prevent spread of any infectious disease.
  103. The Allottee hereby accepts, confirms and declares that the covenants of the Allottee as conceived in this Agreement shall run perpetually and also bind the Allottee and his/its successors in title and that the Allottee shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Agreement.
  104. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Promoter on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms declares and undertakes that considering the size and scale of the project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants.

#### **SCHEDULE –K ABOVE REFERRED TO :**

##### **FIT-OUT GUIDE**

#### **1. Introduction :**

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

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

1.3 The purpose of the Guide is to establish the procedures for monitoring and controlling the Unit Owner's

Fitting Out Works to ensure that the Fitting Out Works are:

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

1.3.2. In compliance with the SoP.

## **2. PRE-FITTING OUT ACTIVITIES :**

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

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

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

2.4. Before commencing Fitting-Out Works, the Unit Owner shall effect or require his/her/its contractor to obtain

the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:

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

2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Owner shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

## **3. EXECUTION OF FITTING OUT WORKS :**

3.1. The Fitting Out Works is required to be undertaken by the Unit Owner or its duly appointed contractor, in compliance with the instructions specified in this regard

3.2. The Unit Owner shall be permitted to appoint contractor(s), who shall be responsible for

supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:

3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and

3.2.2. only after obtaining photo identity card from the Property Management Team.

3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP. If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Owner to rectify the discrepancy and issue a **Notification of Discrepancy** to the permit holder. The Unit Owner shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Owner shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Owner shall inform the Property Management Team who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.

3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Owner or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Owner fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work.

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

#### **4. CHARGES AND DEPOSITS :**

##### **4.1. Charges**

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

4.1.2 *Other Charges:* The Unit Owner will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works

and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit 151 Owner's account.

**4.2. Deposits**

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

- 4.2.1.1. to make good to 's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;
- 4.2.1.2. to remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Owner fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Owner; and
- 4.2.1.3. to comply with the requirements and abide by the terms set out in this Guide.

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Owners at Kolkata in the presence of:**

WITNESSES:

- 1 Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 1 Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix photograph and sign across the

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Please affix photograph and sign across the

**Promoters at Kolkata in the presence of:**

WITNESSES:

1 Signature \_\_\_\_\_  
1 Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee at Kolkata in the presence of:**

WITNESSES:

1 Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
1 Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please  
affix  
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and sign  
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