

**ANNEXURE 'A'**

[See rule 9]

**AGREEMENT FOR SALE**

**ROYAL GANGES - 2 - PHASE- I**

**AGREEMENT FOR SALE**

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

By and Between

**PART I OWNERS**

1. SRIJAN COMPLEX PRIVATE LIMITED (PAN AAQCS9535H)
2. SRIJAN ESKAY STUDIOS LLP (PAN ABZFS6326B)
3. BADRINATH INFRABUILD PRIVATE LIMITED (PAN AADCB9834D)
4. WATERTOWN ESTATES LLP (PAN AACFW1929N)
5. MORVEN REALTY LLP (PAN: ABDFM8667R)
6. SILVERLING REALTY LLP. (PAN: ADEFS1596G)
7. TANVI DEALERS PRIVATE LIMITED (PAN: AAECT0063B)
8. KYAL HIRISE LLP (PAN: AARFK0384Q);
9. MANYA AGENCIES PRIVATE LIMITED (PAN AAHCM4515M)
10. BALAJI RETAILERS PRIVATE LIMITED (PAN: AACCB3792K)
11. UDAY NIWAS PVT LTD (PAN AAACU8216F)
12. TANVI TOWER PRIVATE LIMITED (PAN AACCT5076A)
13. DAFFODIL VYAPAR PRIVATE LIMITED (PAN: AACCD0400E);
14. N K ABAAS PRIVATE LIMITED (PAN AABCN7821Q),
15. ARJUN DEALERS PRIVATE LIMITED (PAN: AAKCA2388L)
16. INTENT BUILDERS PRIVATE LIMITED (PAN AACCI3336A),
17. NORTH EAST CONSUMER GOODS PVT LIMITED (PAN AABCN9126A),
18. NEW WAYS CONSUMER GOODS PRIVATE LIMITED(PAN AABCN9879J)
19. UDAY INFOTECH PRIVATE LIMITED (PAN AABCU0640C)
20. SIGMA CONSUMER GOODS PRIVATE LIMITED (PAN AAICS0644M)
21. SHRADDHA NIKETAN PRIVATE LIMITED. (PAN: AAJCS9577N)
22. TANVI AGENCIES PRIVATE LIMITED.(PAN: AAECT0067F);
23. LILY ADVISORY SERVICES LLP (PAN: AAGFL4560Q);

24. TANVI DEALCOM PRIVATE LIMITED (PAN: AAECT0066C)
25. TANVI DEALTRADE PRIVATE LIMITED (PAN: AAECT0076C);
26. TANVI DEALMARK PRIVATE LIMITED (PAN: AAECT0074A)
27. SHEROWALI DISTRIBUTORS LLP(PAN: ADEFS1908C)
28. DUMONT REALTY LLP (PAN: AAMFD8009Q)
29. TANVI TIE-UP PRIVATE LIMITED (PAN: AAECT0065H)
30. SITALA INFRADEV PRIVATE LIMITED (PAN AANCS8446G)
31. N.K. NIKETAN PRIVATE LIMITED (PAN: AAHCM4517C)
32. FOXTAIL REALTY LLP (PAN AAEFF9017G)
33. SALASAR DISTRIBUTORS PRIVATE LIMITED (PAN AAICS0643N)
34. SHRADDHA PROPERTIES PRIVATE LIMITED. (PAN AADCS7082E)
35. MAIPO COMPLEX LLP (PAN ABKFM6578J)
36. AQUABLUE REALTY LLP (PAN ABGFA4579D)
37. ARIT DEALCOM LLP (PAN ABGFA4580J)
38. EXCELLENT CONCLAVE PRIVATE LIMITED (PAN AACCE3099E)
39. BHAGWATI INFREALETY PRIVATE LIMITED (PAN AADCB9832F)
40. NEELKANTH INFRAPROMOTERS PVT. LIMITED(PAN AADCN1862F)
41. LANSDOWN MEDICALS PRIVATE LIMITED (PAN AAACL8776H)
42. ADINATH DEVCON PRIVATE LIMITED (PAN AAICA2134Q)
43. AKSHI VYAPAR LLP (PAN ABGFA4581K)
44. TRIMUKH REGENCY LLP (PAN AALFT6823H)
45. BHOOTNATH INFOTECH PRIVATE LIMITED (PAN AADCB6920E)
46. BHUVI DEALTRADE LLP (PAN AAQFB9535R)
47. VINAYAK GARDENS PRIVATE LIMITED (PAN AACCV2412L)
48. EXPRESS COMMODITIES PRIVATE LIMITED (PAN AABCE3068Q)
49. BALGOPAL REALDEV PRIVATE LIMITED (PAN AADCB9840K)
50. KAMRUP DISTRIBUTORS PRIVATE LIMITED (PAN AACCK3394E)
51. SHAGUN INFRAPROMOTERS PRIVATE LIMITED (PAN AANCS8455P)
52. SHIVAM RETAILERS PRIVATE LIMITED (PAN AAICS0646K)
53. TRIPACK ESTATES LLP (PAN AALFT6776H)
54. UTILITY COMPLEX PRIVATE LIMITED (PAN AABCU1589N)
55. INCREDIBLE BUILDERS PRIVATE LIMITED (PAN AACCI4801J),
56. MANYA DISTRIBUTORS PRIVATE LIMITED (PAN: AAHCM4517C)
57. ANGELICA REALTY LLP (PAN ABGFA4583M)
58. PARMATMA TIE UP LLP. (PAN: AAPFP1906F)
59. TANVI NIWAS PRIVATE LIMITED (PAN: AAECT0075B);
60. KYAL RESIDENCY LLP (PAN: AARFK0385R);
61. TANVI DISTRIBUTORS PRIVATE LIMITED. (PAN: AAECT0064G);
62. TANVI TRADECOM PRIVATE LIMITED (PAN: AAECT0079P)
63. LIBERAL BARTER LLP. (PAN: AAGFL5580N);
64. ELIGIBLE PROCON PRIVATE LIMITED (PAN AACCE5652P)
65. SHAGUN REALDEV PRIVATE LIMITED (PAN AANCS8454N)
66. SITALA DEVCON PRIVATE LIMITED (PAN AANCS8445F)

67. JAMPUI HEIGHTS LLP (PAN AAOFJ9051E)
68. INDRALOK COMPLEX PRIVATE LIMITED (PAN AACCI2194N),
69. NEELKANTH INFRAREALTY PRIVATE LIMITED (PAN AADCN1861G),
70. ELINA DEALERS LLP (PAN AAGFE0567A),
71. WISECRACK TOWERS LLP (PAN AACFW4142P)
72. DELMON REALTY LLP (PAN: AAMFD8063G);
73. N.K. PLAZA PRIVATE LIMITED (PAN: AACCN2963J)
74. TIRUPATI ADVISORY SERVICES PRIVATE LIMITED
75. LINWOOD HIRISE LLP (PAN AAGFL5579H)
76. EVERGROW DEVELOPERS PRIVATE LIMITED (PAN AACCE3101H),
77. IMPERIAL PLAZA PRIVATE LIMITED (PAN AACCI2193M),
78. REDMAPLE REALTORS LLP (PAN AATFR3959C)
79. EKDANT PROJECTS PRIVATE LIMITED (PAN AACCE3509K),
80. SILVERBELL REALTY LLP. (PAN: ADEFS1602H);
81. RIDHI SIDHI NIKETAN PVT LTD (PAN AADCR2855A),
82. IDEAL CONCLAVE PRIVATE LIMITED, (PAN AACCI4798N
83. BADRINATH INFRABUILD PRIVATE LIMITED (PAN AADCB9834D),
84. KAMRUP MARKETING PRIVATE LIMITED (PAN AACCK3396G)
85. BASUKINATH VINIMAY PRIVATE LIMITED (PAN AACCB4717C),
86. N.K. REGENCY PRIVATE LIMITED (PAN: AACCN2962K);
87. ELITE CONSUMER GOODS PRIVATE LIMITED (PAN AABCE3067B)
88. MAYFAIR VYAPAAR PRIVATE LIMITED (PAN AAECM0340C)
89. BALGOPAL INFRAPROMOTERS PRIVATE LIMITED (PAN AADCB9841J),
90. KAMRUP COMMERCIAL PRIVATE LIMITED (PAN AACCK3395F),
91. EXPRESS CONSUMER GOODS LLP (PAN AAHFE7569H
92. MILKWEED ESTATES LLP (PAN (PAN ABKFM6579K)
93. TRIEYE PROPERTIES LLP (PAN AALFT6825B)
94. TIRUPATI CONSUMER GOODS PRIVATE LIMITED (PAN AACCT0183E),
95. MILKWEED ESTATES LLP (PAN ABKFM6579K)
96. SUPERNOVA REALTORS LLP (PAN ACYFS6635B),
97. ROLCON FINVEST PRIVATE LIMITED (PAN AABCR3611C),
98. N.K. TOWER PRIVATE LIMITED (PAN AABCN7588E),
99. SHIVAM CONSUMER GOODS PRIVATE LIMITED (PAN AAICS0642P)
100. N.K. HIRISE PRIVATE LIMITED (PAN AACCN1231D),
101. EKDANT INFRAPROPERTIES PRIVATE LIMITED (PAN AACCE3168N),
102. IMPERIAL RESIDENCY PRIVATE LIMITED (PAN AACCI2192L),
103. INDEX DEVELOPERS PRIVATE LIMITED (PAN AACCI3578A),
104. SALASAR CONSUMER GOODS LLP (PAN ADYFS1563R)
105. ISOLATE REALESTATE PRIVATE LIMITED (PAN AACCI3577R),
106. ADINATH INFRACON PRIVATE LIMITED (PAN AAICA2133K),
107. NORTH EAST RETAILERS LLP (PAN AAQFN5608K),
108. MURLIDHAR TRADING PRIVATE LIMITED (PAN AADCM8779N)
109. RAJRAMBHA HEIGHTS LLP (PAN AAZFR1423R),

**110.** YELAGIRI REALTY LLP (PAN AACFY3211D)

**PART II OWNERS**

- 111.** ELITE COMMODITIES PRIVATE LIMITED (PAN: AABCE3069R)  
**112.** EKDANT PROCON PRIVATE LIMITED (PAN;AACCE3167D)  
**113.** ELECT REAL ESTATE PRIVATE LIMITED(PAN:AACCE4465E)  
**114.** ELITE DEVCON PRIVATE LIMITED (PAN: AACCE4464F)  
**115.** EXPRESS COMMODITIES PRIVATE LIMITED (PAN AABCE3068Q)  
**116.** INTERCITY PROJECTS PRIVATE LIMITED (PAN:AACCI2660K)  
**117.** SOLIMANA REALTY LLP (PAN:ADVFS8182R)

All the Companies incorporated under the Companies Act 1956 and All the Limited Liability Partnerships incorporated under the Limited Liability Partnership Act 2008 having their regd. Offices at 36/1A, Elgin Road, Kolkata – 700 020 hereinafter jointly referred to as the **GROUP- A OWNERS**

**AND**

- 118.** M/S SWAN ENGINEERING COMPANY (PAN: AAUFS2310P) A Partnership Firm having its principal place of Business at 36/1A, Elgin Road, Kolkata – 700 020 hereinafter referred to as the **GROUP-B OWNERS**

**AND**

- 119.** **MAHESHTALA MUNICIPALITY** (PAN:AAALM0867B) having its Office at Maheshtala Municipality, Budge Budge Trunk Road, P.O & P.S Maheshtala, District South 24 Parganas , Pin: 700141 represented by authorized signatory, Mr.Dulal Chandra Das(PAN:AJZPD0044K), (AADHAR No.\_\_\_\_\_), son of Late Mukunda Das hereinafter referred to as the **GROUP-C OWNERS**

The Group-A , Group-B and Group-C Land Owners are collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the Companies are concerned shall include their respective

successors and /or successors in interest and assigns; in so far as the LLPs are concerned they shall mean the present Partners and their respective successor or successors-in-interest and assigns and in respect of the Partnership Firm it shall mean its present Partners and such other Partners who may be admitted in future and their respective successor or successors-in-interest and assigns) of the **FIRST PART**

AND

**SRIJAN RESIDENCY LLP. (LLPIN: AH2815)(PAN ADEFS1907P)** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act,2008 having its registered Office at 36/1A, Lala Lajpat Rai Sarani (Formerly Elgin Road, Kolkata – 700 020, Police Station: Bhawanipore, Post Office: Lala Lajpat Rai Sarani, represented by \_\_\_\_\_(PAN:\_\_\_\_\_, Aadhar:\_\_\_\_\_), son of \_\_\_\_\_, hereinafter referred to as the” **PROMOTER**“ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART**:

AND

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

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

[or]

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

\_\_\_\_\_a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at

\_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized Partner,  
 \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide  
 \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall  
 unless repugnant to the context or meaning thereof be deemed to mean and include  
 the present Partners for the time being of the Firm/LLP, the survivor or survivors of  
 them, their heirs, executors and administrators of the last surviving Partner and his  
 /her/ their assigns. ) of the **THIRD PART**:

[or]

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

(1) Mr. / Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son / daughter of  
 \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN no.  
 \_\_\_\_\_) and (2) Mr. / Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son /  
 daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_,  
**PAN no. \_\_\_\_\_**) hereinafter jointly referred to as the "Allottee" (which  
 expression shall unless repugnant to the context or meaning thereof be deemed to  
 mean and include his/her/their heirs, legal representatives, and permitted  
 assignees) of the **THIRD PART**:

[or]

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

Mr..... (PAN No.....) son of....., aged  
 about ....., for self and as the Karta of the Hindu Joint Mitakshara Family  
 known as .....HUF, having its place of business/ residing at.....,  
 PAN no.....) hereinafter referred to as the "Allottee" (which expression  
 shall unless repugnant to the context or meaning thereof be deemed to mean and  
 include the members or member for the time being of the said HUF,  
 and their respective heirs, executors, administrators, and permitted assigns as well  
 as the members of the said HUF, their heirs, executors, administrators, successor in  
 interest and permitted assigns, ) of the **THIRD PART**:

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

**WHEREAS:**

- A. **GROUP A** consisting of Part-1 and Part-II Owners above named are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring **14.71 Acres** more or less situate lying at amalgamated in various R.S and L.R Dags of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C-4-173/New, Ganga Bandh Road, Maheshtala Municipality, under P.S Maheshtala in the District of South 24 Parganas more fully described in **Part-I of SCHEDULE-A;**

**GROUP B** Owner above named is seized and possessed of and/or sufficiently entitled to all that the Land measuring 9.69 Acres in various R.S/LR Dags in Mouza Krishnagar , constituted within Municipal Holding Number D5 - 177/New, Ganga Bandh Road, Maheshtala Municipality, under P.S Maheshtala, in the District South 24 Parganas more fully described in **Part-II of SCHEDULE-A;**

**GROUP C** Owner above named is seized and possessed of and/or sufficiently entitled to All that the Land measuring 6.73 Acres out of which the Developer shall develop land admeasuring 4.14 Acres providing infrastructure and amenities such as Guest House, Banqut Hall, Park, Children Play Area, Landscaped zone, picnic area etc for the benefit and common use of the people of the Municipal area and hand over the same to the Municipality and in consideration thereof the Municipality has permitted the Developer to construct and develop a multi-storied residential complex on land measuring 2.59 Acres in various R.S/L.R Dags constituted within Municipal Holding Number C4/171/New, Ganga Bandh Road Mouza Krishnagar , Maheshtala Municipality, under P.S Maheshtala, in the District of South 24 Parganas which is part of this Complex more fully described in **Part-III of SCHEDULE-A.**

- B. The title Documents of the Owners are more fully described in the **SCHEDULE - G** hereunder;

The Group A, Group B and Group C Owners have decided to make separate Projects on their respective Land Parcels. Although each Group of Owners have appointed a Common Developer, each Project shall be distinct and separate namely **Royal Ganges -1; Royal Ganges-2 and Royal Ganges-3.** It is however agreed by and between the Owners that at any time in future, the Promoter may amalgamate the separate Projects if it feels beneficial in future and for that purpose shall not require to obtain any consent of the Owners and occupiers of any of the Projects.

- C. This Agreement specifically relates to the Land parcel owned by Group B Owners.
- D. **The Group B Owners** have by an Agreement dated 17-04-2023 and registered in the Office of the ARA - IV, recorded in Book No. I, Volume No1904 - 2023, Pages

- 281976 to 282048 Being No. 190405728 for the year 2023, the Owners have granted the exclusive right of development of the Said Group B Land described in **Part-II** of **SCHEDULE-A**, unto and in favor of the Promoter for construction of a Housing Complex in various phases and granted necessary Power and authority to the Promoter to undertake the Development.
- E. The Group B Owners and the Developer have formulated a scheme of phase wise development of Royal Ganges -2 sequentially wherein each phase will be treated as a distinct Project under Royal Ganges-2 as per RERA in the following manner:
- (i) Development and construction of 22 nos Row Houses and 11 nos Town Houses having 41 Units (Collectively '**UNITS**') on Land measuring 5.50 Acres more or less in the Project '**Royal Ganges-2, Phase-1**' more fully described in **Part - II** of the Schedule - A and Colored 'RED' in the Plan annexed hereto marked **ANNEX-A**
  - (ii) Future Development on Land measuring 4.19 Acres more or less in the Project '**Royal Ganges - 2 - Future Development** more fully described in **Part - II** of the Schedule-A and Colored 'YELLOW' in the Plan annexed hereto marked **ANNEX-A**.
- F. Besides the Entire land Promoter may add more adjacent/contiguous Land in future to extend the Complex.
- G. The Facilities and amenities may be located in various Projects namely Royal Ganges -I; Royal Ganges-2 and Royal Ganges-3 inter-alia in various Phases of a particular Project. It is agreed by and between the Group A, Group B and Group C Owners and the Promoter that if the Developer decides to integrate Royal Ganges -1, 2 and 3, the Unit Owners and the Occupiers of all the separate Projects shall be entitled to all such facilities and amenities irrespective of their location.
- H. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Developer may also create few more facilities in the future development which will also be shared by Allottees of all phases/projects.
- I. The Allottees of Units in any one phase/project will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases/projects and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location



- J. 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 Owners regarding the said Land on which Project is to be constructed have been completed;
- K. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR sanctioned for the entire Housing Complex need not be uniformly utilized in all the different projects/phases and the Promoter may vary the utilization of the permissible Ground Coverage/FAR from phase to phase.
- L. All The Facilities and Amenities as would be provided in the various phases/projects will be mutually shared by all the phases/projects of the entire Royal Ganges Housing Complex and with the progression of development of the different phases/projects the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase/project, both current and future, as part of a common development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases/projects .all the common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase/project to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of Apartment Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Royal Ganges-2 Housing Complex. Till such time the Mother/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/project as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases/projects of the entire complex towards maintenance of common pathways, basic infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as

- several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.
- M. It is further provided that in case of completed phases/Incomplete Phases/Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phases and progressing to the incomplete phases, enjoyment of common facilities etc shall be provided by the Promoter to the Allottees of all phases including future phases and the Promoter may at its option add more facilities in future resulting in the increase in Maintenance cost which the Allottee accepts.,
- N. Maheshtala Municipality has sanctioned Building Plan No. III-B/MM/BLDG/2/332/2021 - 22/SP/BP dated 08.12.2022 to develop Royal Ganges-2 Phase-1.
- O. The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and undertakes that it shall not make any changes to layout plans except in strict compliance with section 14 of the Act and other laws as applicable. The Allottee is specifically prohibited from making any construction over the Stair Cover over Row Houses and/or Town Houses which will block the view from the adjacent structures.
- P. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement in such event the Plan of the Allottee's unit 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.
- Q. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/buildings.
- R. The promoter has registered/applied /shall apply for registration of Royal Ganges-II Phase-1 of the Housing Complex under the provision of the Real Estate(Regulation And Development) Act, 2016 with the Regulatory Authority at

Kolkata and the authenticated copy of the Application No. NPR/WBRERA – 335 Registration Certificate of the Project granted/To be granted by the RERA.

S. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Row House/Town House and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the competent authorities in respect of Royal Ganges-2, Phase-1 and all other permissions necessary for construction and development had applied for :

(i) A Row House/Bungalow Unit in the Project vide EOI/application no..... dated.....

OR

(ii) A Town House Unit in the Project vide EOI/application no.....dated.....

And has been allotted/ booked **Row House/Town House Unit No.**\_\_\_\_\_ having aggregate carpet area (i.e Ground + 1<sup>st</sup> + 2<sup>nd</sup> floor ) aggregating \_\_\_\_\_**square feet** corresponding to **Built-up area of\_\_\_\_\_square feet.** and demarcated in the Floor Plan annexed hereto and marked **ANNEX-B** and also exclusive use of the garden attached to the Unit admeasuring \_\_\_\_\_Sq. Ft. alongwith the Front Yard with Parking **Space** admeasuring \_\_\_\_\_**square feet** and use of other open areas admeasuring \_\_\_\_\_ located on the Ground Floor or around the Row House/Town House as permissible under the applicable law(hereinafter referred to as the "**Said Unit** ".

With pro rata share (in the "common areas" (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause ( n) of section 2 of the Act working out to super built up area of\_\_\_\_\_**square feet** .

T. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter, have been /will be uploaded in the official web-site of the Project

- under RERA and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.
- U. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- V. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the project and with the further understanding that the Promoter may charge different rates from different allottees of Row Houses and/or Town House unit for different locations, specifications and at different times.;
- W. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his Row House or Town House Unit in the said Project.
- X. The parties rely on the confirmations, representation and the assurances of each other to faithfully abide by all 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.
- Y. 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 agree to purchase the Row House or Town House Unit and right to use of the parking (if applicable) as specified in **Para S**;

**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**

**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 (Row House/Town House) Unit as specified in para 'S' above in this agreement.

The price of the (Row House/Town House) Unit based on the carpet area is Rs.        (**Amount in words**) (“Row House /Town House (Unit) price”) (Give break up and description) which includes in case of Row House cost of Row House, cost of exclusive open terrace areas, cost of Roof, exclusive front yard open area (which includes parking) and back yard open area and in case of Town House / Town House it includes the Unit cost, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, cost of proportionate cost of common area, taxes, maintenance charges . Breakup and description is more fully described in **SCHEDULE - C** hereunder written.

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
<b>A.</b>	<b>Unit Price:</b>	[Please specify square feet rate]	[Please specify total]
	a) Cost of Row House/Town House/Row House/Town House /unit b) Height Escalation Charges	Package Price + GST	
<b>B,</b>	a) covered independent/covered dependent parking / open independent / open dependent/horizontal/vertical / Mechanical car parking User Rights  c) club charges .....	Rs.____/- per sqft on SBU + GST	
	d) Generator .....	Rs____/- per sq.ft on SBU + GST	
	e) Transformer & Electricity .....	Rs.____/- per Sq.Ft on SBU + GST	
	f) Legal Charges .....	Rs. /- per Sq.ft SBU + GST	
	g) Association formation .....	Rs.____/- + GST which is payable on possession.	
	h) Incidental Charges .....	Rs.____/- + GST Per Unit	
	<b>Total</b>		
	<b>GST</b>		

**NOTE: DEPOSITS (PAYABLE WITH THE FINAL DEMAND PAYMENT)**

1. **ELECTRICITY METER DEPOSIT AT ACTUALS**
2. **MAINTENANCE DEPOSIT** - A sum calculated @ Rs. \_/ sqft. on SBU per month or at any other rate based on estimate of the builder to be decided at the time of giving possession for a period of 3 years shall be deposited by the allottee. Out of the amount so deposited, a sum being equivalent of 18-month deposit shall be adjusted against maintenance charges and the the balance kept deposited with the builder and only on handing over of maintenance to association the said deposit shall be handed over to the association.

The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Payment from any other third party other than the Allottee /Co-Allottee will not be accepted.

**Explanation:**

- I. The Row House /Town House Unit Price above includes the booking amount paid by the allottee to the Promoter towards the Row House/Town House Unit;
- II. The Total Price includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Row House/Town House Unit to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be , after obtaining the completion certificate subject to Clause 11 hereafter providing that the cost of maintenance of the Row House/Town House Unit/Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC which shall be included in the total price.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- IV. The Total Price of Row House/Town House Unit includes recovery of proportionate price of land, construction of not only the Unit but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Row House/Town House Unit Lift, Water line and plumbing, tiles, doors, windows, Fire detection and Firefighting equipment's in the common areas, Maintenance Charge as per para 11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in Open/Covered parking(s) (dependent/independent) as provided in the Agreement as separate addition to Schedule C.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged to the Allottee.

In case CESC or WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub

meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.

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

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

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

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

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 moneypaid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three per cent of the Carpet area of the Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.



Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Row House or the Town House Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the Row House Unit or the Town House Unit as the case may be;

(ii) The Allottee shall also have undivided proportionate variable share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act.

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

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

It is made clear by the Promoter and the Allottee agrees that the Row House or the Town House Unit along with open/covered parking (dependent / independent), if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project except extension of the same Project on adjacent future land **/land in the vicinity** and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be

available for use and enjoyment of the Allottees of the entire Housing Project with further future extensions. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the entire Housing Project/Complex (with further future extensions) shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972.**

The Promoter agrees to pay all outgoings before deemed possession of the row House or the Town House Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges(i.e 3 months' from Notice of Possession), including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of '**SRIJAN RESIDENCY LLP-THE**

**ROYAL GANGES RERA COLLECTION A/C.** payable at Kolkata. In case of Cheque payment a process charge of Rs.500/- plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee. If any dealing officer or staff of the Promoter asks for Cash payment, the Allottee is advised to promptly call and inform directly at +919830040316 or raise your complaint to rna@srijanrealty.in.

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

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.

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

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his/her name as the Promoter may in its sole discretion

deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

## 5. TIME IS ESSENCE

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

## 6. CONSTRUCTION OF THE PROJECT / UNIT

The Allottee has seen the proposed layout plan, specifications, Amenities and facilities of the Row House or the Town House Unit as the case may be and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Corporation Act, 2006 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE UNIT

**Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Row House or the Town House Unit to the Allottee and the Common Areas to the Association of the Allottees, is the essence of the Agreement. The Promoter assures to hand over possession of the Row House or the Town House Unit with all specifications in place on 31st October 2028 with a grace period of six months (**Completion date**). Similarly, the Common areas will be handed over progressively on completion of each phase unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court and/or caused by nature

affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the same shall **not** include the period of extension given by the Authority for registration,

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

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It 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.

#### **PROCEDURE FOR TAKING POSSESSION-**

(i) The Promoter, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion Certificate from the Competent Authority shall offer in writing the possession of the Row House or the Town House Unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate (Provided that , in the absence of local law the Conveyance Deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be). However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Row House or the Town House Unit within 15 (fifteen) days

of the written notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate/ completion certificate (notice of possession). The Promoter shall hand over the photocopy of the Completion Certificate of the Project to the Allottee at the time of conveyance of the same.

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

**Failure of Allottee to take the possession of Row House or the Town House Unit:**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Row House or the Town House Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Promoter shall give possession of the Row House or the Town House Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of Rs. 3,000/-per month as Guarding Charges for the period of delay in taking possession.

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

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

#### **Cancellation by Allottee-**

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

If the Allottee wishes to cancel after provisional allotment but before entering into Sale Agreement Processing Charge of Rs. 100,000/-(Rupees One Lakh)only will be payable by the Allottee.

Provided that subject to clause 7.5 (ii) below where the Allottee proposes to cancel/withdraw from the **project after 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.

#### **Compensation-**

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Row House or the Town HouseUnit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House/Town

House Unit with interest at the rate specified in the Rules within forty five days including compensation in the manner as provided under the Act.

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

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said project/phase Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Promoter shall ensure the Owner's title;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Row House Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;



- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Row House/Town House Unit which will, in any manner, after 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 Row House or the Town House Unit to the Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of Row House or the Town House Unit to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/Partial completion certificate has been issued and deemed possession of Unit, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be;  
 Provided that immediately on possession and/or from the 15<sup>th</sup> day from the Notice of Possession (Deemed Possession) the Allottee shall become liable to pay the rates, taxes and charges. The Allottee shall start payment of the Maintenance charges three months from the date of Notice of Possession.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

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

(i) Promoter fails to provide ready to move possession of the Row House or the Town House Unit to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which Completion/Partial Completion Certificate has been issued by the Competent Authority.

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

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

- I. Stop making further payments to promoter as demanded by the Promoter by the Promoter. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- II. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement.;

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

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

The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Row House or the Town House Unit is situated. The Allottee shall be considered under a condition of Default, on the occurrence of the following events: -

- (i) In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per **Schedule - C**, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified herein.
- (ii) In case of Default by Allottee in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond two consecutive months after the notice from the promoter in this regard, the promoter shall cancel the allotment of the Row House or the Town House Unit in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated .

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

## **10 CONVEYANCE OF THE SAID ROW HOUSE/TOWN HOUSE UNIT**

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

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final payment of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

#### **11 MAINTENANCE OF THE SAID ROW HOUSE / TOWN HOUSE/ PROJECT**

(i) The Promoter shall be responsible to provide and maintain essential services in the Project for three months or till the taking over of the maintenance of the project/ phase by the association of Allottees upon the issuance of the completion certificate of the project whichever is earlier. The cost of such maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Developer; the Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

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

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

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as

determined and thereafter billed by 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 ROW HOUSE OR THE TOWN HOUSE UNIT FOR REPAIRS**

The Promoter/ Maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Row House or the Town House Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

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

**16. COMPLIANCE WITH RESPECT TO THE UNIT:**

Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Row House or the Town House Unit at his/ her own cost, in good repair and condition. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the Row House or the Town House Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Row House or the Town House Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto orbelonging thereto, in good and tenantable repair and maintain the same ina 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/ façade of the Building or anywhere on the exterior of the project, building therein or common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors/windows or carry out any change in the exterior Lobby/elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Row House or the Town House Unit 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 Unit. It is agreed recorded that the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room and also have the sole prerogative to alter the elevation if it deems necessary for enhancing the aesthetics of the Building Complex..

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

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

The Parties are entering into this agreement for the allotment of Row House or the Town House Unit with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this phase/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 Row House or the Town House Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Row House or the Town House Unit 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/Phase after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed 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 charge on the Row House or the Town House Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Row House or the Town House Unit.

**20. APARTMENT OWNERSHIP ACT**

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

**21. BINDING EFFECT**

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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



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

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

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

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.

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

**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES**

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

- **For Allottee**

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

- **For Promoter**

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

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address 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.

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 there under.

**34. SAVINGS**

Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Row House or the Town House Unit prior to the execution and registration of this Agreement for Sale for such Unit 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.

**34. The following clauses are to be read in continuation to the sub clauses of Clause on 'Definitions' above after definition at Serial no.(i) :**

(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 and/or this Agreement for sale of the Row House /Town House Unit.

(iv) **APEX BODY or FEDERATION** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the Allottees in various buildings/phase where each such associate or any other legal entity , as the case may be , which cooperate in the 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 in the Club/ Residential Segment is as given in the **SCHEDULE - E** below. 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 change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered.

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

(a) **ROW HOUSE** shall mean a ground plus one/two storied residential building Unit together with Spaces surrounding the building in the front yard and back yard together with exclusive use of roof having a boundary identified by a Number. and demarcated with the Unit Plan of the Allottee and annexed to this Agreement.

(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.

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

(x) **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Housing Complex including those mentioned in SCHEDULE- **L hereto**.

(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 Builders and/or occupants of the respective units and all other purposes or matters in which Holding Organisation / Maintenance Body and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire Housing Complex.

(xii) **COMMON AREA / COMMON PARTS AND FACILITIES** shall mean common areas of the Complex including all the present and future

phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE -E** hereunder. The Commercial Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. Commercial 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) **ENTIRE HOUSING COMPLEX PLAN(COMPLEX)** shall mean the plan relating to the entire Housing Complex i.e Royal Ganges I, II and III.

(xiv) **FSI OR FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.

(xv) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE - F**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.

(xvi) **PROJECT / PHASE PLAN** shall mean the project plan for this project duly identified and demarcated and internally bordered in **RED** in the Plan attached herewith and internally marked "**Annex-A**",

(xvii) **CAR PARKING AREA** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient driveway and maneuvering space for loading and unloading as sanctioned by the Competent Authority and includes all types of car parking areas sanctioned by the Competent Authority.

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) **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 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.

(xix) **PHASE** of a Real Estate Project means a phase which may consist of Row Houses or Town House Units .

(xx) **SUPER BUILT UP AREA** will be the Carpet Area plus Veranda/balcony/ terrace which are exclusively meant for the Allottees of the respective units and including the right in common parts and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, club, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mumty 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 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.

(xxi) **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 .

(xxii) **SPECIFICATIONS** -The tentative specification of the Residential Segment is as given in **SCHEDULE - D** below. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction , the Promoter , on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Builder shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE- D** .

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

<b><u>SL.NO</u></b>	<b><u>SUBJECT</u></b>	<b><u>CLAUSE</u></b>
<b><u>1</u></b>	<b><u>GST ON MAINTENANCE</u></b>	All Unit Owners 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. .
<b><u>2.</u></b>	<b><u>INDIRECT TAXES AND LEVIES</u></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.
<b><u>3.</u></b>	<b><u>POSSESSION AFTER COMPLETION</u></b>	After CC, the Promoter shall appoint an Auditor who will carry out a snag audit of the Unit and once he confirms that the Unit 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 15 <sup>th</sup> day



		<p>will be considered as 'DEEMED POSSESSION'. Possession cannot be delayed on the pretext of minor defects. 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.</p> <p>The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</p>
<u>4.</u>	<b><u>NORMAL WEAR AND TEAR</u></b>	<p>It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are man made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</p>
<u>5</u>	<b><u>ADDL</u></b>	No Additional Construction on the exterior of Row

	<b><u>CONSTRUCTION IN ROW HOUSES</u></b>	Houses is permissible. Only non structural changes of a minor nature may be allowed to the Unit Owner but he has to first obtain permission from the Promoter before making such changes.
<u>6.</u>	<b><u>RETAINED AREA OF THE PROMOTER</u></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 Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on per land area basis.
<u>7.</u>	<b><u>PHASE-WISE FACILITIES AND AMENITIES</u></b>	<p>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>
<u>8.</u>	<b><u>AMOUNT OF MAINTENANCE</u></b>	The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate

	<b><u>CHARGES IS AN EXTIMATE ONLY</u></b>	<p>figure is not a commitment. The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by us.</p> <p>If Unit Owners are not satisfied with the Maintenance Charges and/or the audited accounts they may hire the services of a reputed Auditor like big four and in that case the expense for taking their services will also form part of the Maintenance charges. The Auditor appointed by the Unit Owners can in consultation with the Project Auditors appointed by the Promoter , jointly do a fair audit of the Charges and if they decide that some expenses can be reduced, we will abide by such advice. It may however be noted that under any circumstances actual expenses incurred cannot be reduced.</p>
<u>9.</u>	<b><u>RUBBISH THROWN FROM HIGHER FLOORS</u></b>	<p>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 not to throw any material from the higher floors which may litter the terraces below . Higher than normal Penalty may be imposed in case of willful misconduct so due care should be taken to prevent such mishappenings.</p>
<u>10.</u>	<b><u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u></b>	<p>if Allottee wants to know the construction status of the project please visit Project website for the update. The details to access the same is given below :</p> <p>Click on the link <a href="http://www.srijanrealty.com/">www.srijanrealty.com/</a></p> <p>Login id: Your registered email id</p> <p>password:123/321 etc</p> <p>If Allottee needs any construction, site or possession related information he may kindly get in touch with customer care.</p>

		<p>The steps to view the construction status is as under:</p> <p>Projects&gt;Ongoing&gt;Residential&gt;Location&gt;Project Name&gt;Construction Progress</p> <p>Your Customer Care Executive is:</p> <p style="padding-left: 40px;">Name:</p> <p style="padding-left: 40px;">EMAIL: royalgangescare@srijanrealty.in</p> <p>Contact No:</p>
<u>11.</u>	<b><u>UTILIZATION OF UNIT BY PROMOTER BEFORE CC</u></b>	During construction, the Promoter shall be entitled to temporarily use a fully/partially constructed Unit but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used Unit.
<u>12.</u>	<b><u>CHANGE IN ALLOTMENT</u></b>	If Allottee wants to change his allotted Unit and shift to another he has to first cancel the present allotment and Re-book a new Unit which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.
<u>13.</u>	<b><u>DAMAGE</u></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.
<u>14.</u>	<b><u>AVOID FRIVOLOUS COMPLAINTS</u></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 Unit is also not available we can follow the same procedure to prevent continuous leakage of water.

15.	<b><u>FURNITURE AND OTHER OBJECTS NOT BY LIFT</u></b>	Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Owner that he undertakes to repair the lift if any damage is caused.
16.	<b><u>SPACE OVER PODIUM</u></b>	It is clearly to be understood that the space over a podium for all intents and purposes shall be part of Common Area as defined and communicated in any marketing communication and not to be treated or covered otherwise
17.	<b><u>PLACEMENT OF DG, TRANSFORMERS ETC</u></b>	Placement of Transformers, DG, air-conditioners etc. shall be done as per the advise of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of minor inconveniences caused.
18.	<b><u>MUNICIPAL WATER</u></b>	It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if they are not being provided by the concerned Authorities.
19.	<b><u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u></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.
20.	<b><u>PAYMENT OF INTEREST MANDATORY</u></b>	In the event of any breaches on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail.
21	<b><u>INSTALLATIONS</u></b>	Installations such as WTP /STP/ Septic Tank etc are positioned within the Complex as per the advise, plan and design of the Architect / Consultant. If the Unit Owners are in disagreement with the positioning of

		the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be the final decision shall be acceptable to all. If any changes are required to be made, the additional cost will become part of common expenses.
22.	<b><u>QUALITY OF WATER SUPPLY</u></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.
23.	<b><u>MUTATION AND ELECTRICITY METER</u></b>	<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>(i) <u>For Electricity Connection</u></i></b></p> <p><b><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for Electricity Connection process, this details will be given .</i></b></p> <p><b><i>Otherwise Allottees can follow the below mentioned process-</i></b></p> <p><b><i>Step - 1: To obtain the copy of the Possession letter of the Unit from the Promoter.</i></b></p> <p><b><i>Step - 2: Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</i></b></p> <p><b><i>Step - 3: Allottee needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Unit and necessary fees to the Electricity office.</i></b></p> <p><b><i>Step - 4: Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</i></b></p> <p><b><i>Step - 5: After a stipulated time period from the quotation clearance, Electricity connection and meter</i></b></p>

		<p><i>will be provided by the Electricity office.</i></p> <p><b><i>(ii) <u>For Mutation</u></i></b></p> <p><b><i>How will the mutation of Unit be done?</i></b></p> <p><b><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for mutation process, this details will be given:</i></b></p> <p><b><i>Otherwise unit owners / buyer's can follow the below mentioned process -</i></b></p> <ul style="list-style-type: none"> <li><b><i>· Step - 1: To obtain the Completion Certificate of the particular block from the Promoter.</i></b></li> <li><b><i>· Step - 2: Allottees to intimate to KMC / Municipality about the details of Promoter.</i></b></li> <li><b><i>· Step - 3: KMC / Municipality will issue the Tax liability invoice</i></b></li> <li><b><i>· Step - 4: Allottee to clear the demand and get the NOC from KMC / Municipality.</i></b></li> <li><b><i>· Step - 5: Allottee to get his unit Conveyance Deed.</i></b></li> <li><b><i>· Step - 6: Owner to apply the mutation at KMC / Municipality along with copy of Deed and NOC for Tax with fees.</i></b></li> <li><b><i>· Step - 7: On the hearing date Allottee to be present with original documents for Mutation at KMC / Municipality.</i></b></li> </ul>
24	<b><u>DELAY IN SUPPLY OF ELECTRICAL POWER</u></b>	<p>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>

25	<b><u>MODEL UNIT</u></b>	The model unit at the site may not represent all the different types of Units in the Complex but is only a representative specimen solely intended for the purpose of giving out an idea of the kind of internal lay-out, specification, some fitments (not furniture and fixture) etc and neither will it be a matching replica of the Unit which the Customer intends to purchase nor will it be matching in its lay-out.
26.	<b><u>NAME OF THE COMPLEX</u></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.
27	<b><u>BOUNDARY WALL</u></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.
28	<b><u>CC TV</u></b>	Only the Ground Floor common area lobby in Apartment Buildings will be under CC TV surveillance. CC TV will not be provided in the upper floors.
29	<b><u>MODUS FOR FORMING ASSOCIATION</u></b>	<p>These are only suggested guidelines which the Promoter may implement:</p> <ul style="list-style-type: none"> <li>(i) While the phase-wise constructions are being carried out, the Promoter may progressively give block-wise possession on receipt of partial CC;</li> <li>(ii) A cluster of 100 units each cluster(continuous) will be created by promoter for each phase for ease of maintenance related discussion and decision ;</li> <li>(iii) Each cluster may nominate from amongst the Unit Owners 2 members who will be</li> </ul>



		<p>cluster Representatives (they will be chosen by a democratic process);</p> <p>(iv) In this manner when possession of all the five Clusters is given there will be 10 such representatives who can combine together to form an AD-HOC committee for the time being before completion of the entire Complex.</p> <p>(v) In this manner there will be more such AD-HOC committees for each of the completed phases.</p> <p>(vi) The members of the AD-HOC committees will hold periodic meetings both intra-block as well as inter-phase and advise the Promoter on their deliberations to enable the Promoter to administer the common purposes during the construction period of other phase till full cc for the entire complex is obtained and when association is formed promotor will be bound to follow the advice of the joint Committee as far as practicable;</p> <p>(vii) After the completion of the entire Complex and grant of Completion Certificate the Promoter shall form the Association as per the provisions of the WEST BENGAL APARTMENT OWNERSHIP ACT 1972 read with the WEST BENGAL APARTMENT OWNERSHIP RULES 1974 and further read with the West Bengal Apartment Ownership Bye-Laws, 1974 wherein Rule 2A of the Said Rules provides for submitting the property, to the provisions of the Said Act within three years from the date of issue of completion certificate by the competent</p>
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		<p>authority.</p> <p>(viii) Upon formation of the Apartment Owners Association all the separate AD-HOC committees shall merge with it and there will be one consolidated Apartment Owners Association in terms of Section 3 of the Said Bye-Laws which provides that in respect of each property there shall be an association and each apartment owner of such property shall be a member of such association. At the time of agreement registration all buyers need to give power of attorney to promoter for formation of association</p>
30	<b><u>MAINTENANCE</u></b> <b><u>SOP</u></b>	<p>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: (a) Day to day related activities and facilities (b) Regular payments and regular expenses including AMC</p> <p>iv. 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>At year-end both the accounts will be prepared</p>

	separately and presented to the maintenance committee. All accounting entries including receipts and payments will be done from site only through 'MY GATES 'NO BROKERHOOD' software etc. From day one 'MY GATES 'NO BROKERHOOD' software must be installed and all Unit owners must get used to all features.
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### **USEFUL INSTRUCTIONS TO THE ALLOTTEE**

<b><u>ISSUE OF MONEY RECEIPT</u></b>	Once any amount paid by the Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 7 working days, he/she can send EMAIL to <a href="mailto:Collection@srijanrealty.in">Collection@srijanrealty.in</a> with cc to concerned Post Sales Executive. Money Receipt will be sent by Email as well as uploaded on Customer Portal.
<b><u>DOCUMENTS REQD FOR BANK LOAN</u></b>	The following documents will be required by the Allottee for obtaining Bank Loan:  (i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter. (ii) No Objection Certificate of the Promoter;(to get the NOC contact Post Sales Executive) (iii) Booking Letter; (iv) Sale Agreement; (v) Demand Letter; (vi) Money Receipts.
<b><u>CONFIRMATION OF PAYMENT BY EMAIL</u></b>	After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to our email ID <a href="mailto:collection@srijanrealty.com">collection@srijanrealty.com</a> and also through SMS to Mobile No of the concerned Post Sales Executive to enable the Promoter to know from whom the payment was received.
<b><u>DEPOSIT OF TDS CERTIFICATE</u></b>	Whenever the Allottee deposits the TDS please mail the TDS certificate and challan to <a href="mailto:collection@srijanrealty.com">collection@srijanrealty.com</a> with a copy to the concerned Post Sales Executive, otherwise the TDS payment done by the Allottee will not be reflected in the Promoter's account. After sending the details wait for 7 working days to get the same reflected in Promoter's accounts.
<b><u>PAYMENT OF</u></b>	Payment of Stamp Duty and registration amount shall be done through

<p><b><u>STAMP DUTY AND REGISTRATION FEES</u></b></p>	<p>Government web site only and through online payment.</p> <p>At the time of registration of Agreement the Allottee has to pay 2% of the consideration value or as per query sheet.</p> <p>Registration of Agreement can be done after Allottee has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Promoter will provide the calculated amount.</p> <p>Once Allottee's 10% payment is clear Promoter will give the query sheet to the Allottee and also provide a govt. link with the payment procedure through mail for the registration payment.</p> <p>In case if Allottee does not have net banking Promoter will send the Unpaid challan to the Allottee to make the payment. Then the Allottee will be able to make payment by the said Challan to his/her bank . E-challan will be generated after 72 hours. Only after that Registration can be done.</p>
<p><b><u>REGISTRATION</u></b></p>	<p>All the applicants need to be present physically at Promoter's Post Sales Office at the time of Registration.</p> <p>The Allottee(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar and 4 pass port size photo at the time of registration;</p> <p>The registration of the Agreement will be done within 15 days of booking ;</p> <p>The Allottee will get the Sale agreement 10-15 days after registration;</p>
<p><b><u>COPIES OF ALL LEGAL DOCUMENTS</u></b></p>	<p>All legal documents are uploaded on RERA website. The Allottee can take the print out of all legal documents from RERA website.</p> <p>Please visit <a href="https://rera.wb.gov.in">https://rera.wb.gov.in</a> to get the legal papers of the project.</p> <p>The Allottee can get the hardcopy of the total legal set from post sales office on paying the actual photocopy charges for the same.</p> <p>Further, Allottee can check all necessary information related to the property purchase after logging in to Srijan Realty Customer Portal.</p> <p>The details to access the same is given below : Click on the link <a href="http://server18.farvisioncloud.com/app/Login/loginR2.html?portal=customer">http://server18.farvisioncloud.com/app/Login/loginR2.html?portal=customer</a></p> <p>Login id: Your registered email id</p> <p>password:123/321etc</p>
<p><b><u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO</u></b></p>	<p>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having</p>

<b><u>BE VALID</u></b>	no material consequence.
<b><u>MEETING WITH POST SALES EXECUTIVE</u></b>	<p>The Allottee is advised to take prior appointment with the Post Sales Executive before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Allottee. The meeting time with the executive is 10 AM to 6 PM. Monday to Friday. Address of Promoter's Post Sales Office is :</p> <p>4th floor, Central Plaza building, 2/6 Sarat Bose Road, Kolkata – 700020.</p> <p>Your Customer Care Executive is:</p> <p>Name:</p> <p>EMAIL:royalgangescare@srijanrealty.in</p> <p>Contact No:</p>

**35. Under Clause 1 and to be read in continuation to Explanation to Clause 1 above the Allottee agrees that:**

(ii) Other than the Row House or Town House Unit Price, Buyer is liable to pay GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause D) and also in the Booking Letter (Table-3) and Schedule C of the Agreement. EOI (Clause E) and Table-3 of Booking Letter together is for the sake of convenience only defined as total price (which includes taxes, extra charges and deposits).

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

(iv) The Allottee agrees and understands that all the standard fitting, interiors furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit(s) exhibited at the site only provides a representative idea and the actual Row House or Town House Unit agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make , colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in Schedule –D hereunder is maintained.

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

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

**37. 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.

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

(b) The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the association of Allottees as provided in the Act. and the Proportionate user right share of the Allottee in the land and also user right in the common areas and such rights shall always be variable.

(c) The Promoter and/or Association may at its option introduce certain fees and charges for various services provided to the occupants from time to time:

- (i) Fees for Visitors parking;
- (ii) Truck and heavy transport vehicle entry fees;

**40. Under Clause 2 above and to be read in continuation thereto new sub- clause (ii) as under:**

(ii) In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, **SUBJECT HOWEVER** the Promoter being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

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

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

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

(iii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour 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 dishonour charges of **Rs. 5,000/- (Rupees Five Thousand only)** (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes

forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

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

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

(ii) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **2.75** as per Municipal law and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations , which are applicable to the said Project. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Row House or Town House Unit based on the proposed construction and sale of Row House or Town House Unit to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion.

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

(iii) The Promoter has agreements with all the contractors and suppliers for five years' warranty /Guarantee for defects and Allottee(s) will be required to get



the services from them directly for any structural or other defect. The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Association. Allottee can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

**(iv)** The Promoter has got the following necessary approvals from the concerned authorities for commencement of construction:

(A) The Airport Authority of India has also granted NOC for height clearance for the Project vide. Memo dated BEHA/EAST/B/122422/733652

(B) SWID clearance vide Memo No. P 1729001004290000004 TSE

Besides the above, the Promoter shall obtain any other approval, if required, from various Authorities from time to time so as to obtain the Completion/Partial Completion Certificate of the said building(s).

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

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

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

**(vi)** The Allottee acknowledges that in the event of such changes being undertaken , the Allottee agrees not to claim any abatement in the amount of consideration or

any compensation in the event of proportionate reduction in the variable proportionate undivided share (**user right**) in the common parts and portions.

(vii) The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the phase/project as per Annex – A and so far as the Allottee's Unit is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Sanctioning Authorities/ Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Plan of the Unit agreed to be purchased by the Allottee is annexed hereto and marked Annex-B

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

upon the Unit Owners of this Housing Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.

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

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

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

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

(iii) The Promoter has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule upto completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works but the Promoter knows

there will definitely be delays in the timelines provided and in some cases it can finish early also but the Promoter assures the Allottee that the Project will be completed within the 'Completion date' provided herein/in Clause 7.1 (i) above and accordingly tentative dates are mentioned in the payment plan.

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

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

(iii) **DEEMED POSSESSION**

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

On and from the Possession Date:

- (a) The Row House or the Town House 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 Row House or Town House Unit and the Common Areas on and from 3 months from the Deemed Possession date/Possession Date;

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.
- Restriction on club facilities;
- Restrictions on transport facilities i.e Bus and Winger
- 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 Booking of Community Hall / Banquet Hall;
- 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;
- To discontinuance of the usage of all amenities and facilities provided in the said housing complex to the said Allottee and/his/her/their family members and guests, staff and visitors.

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 Row House or the Town House Unit on Sale and realize the arrears from the Sale Proceeds.

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

- (ix) After taking possession and/or after 90 days of the notice of possession of the Row House or Town House Unit the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Unit) of outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Apex/Mother Association on completion of the entire Housing Complex after deducting Maintenance Charges incurred by the Developer in that account.

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

(ii) The Allottee must not fail to take actual physical possession of the Unit within a period of not more than three months from the date of completion failing which the Allottee shall become liable to pay the Guarding Charges of Rs 3,000/- p.m and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or contribute proportionately of the outgoings in respect of the Project land and constructions namely Maintenance and all Municipal rates, taxes and all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and constructions for the Units **3 months** from the date of Notice of possession. Physical possession of the Unit shall be withheld if all dues are not cleared by the Allottee. In case delivery of physical possession is withheld by the Promoter, the possession of the Unit will be deemed to have been taken by the Allottees on the deemed date of possession (i.e end of **15 days** from date of the Notice of Possession) .

(iii) Until the Society or Limited Company is formed and the Said structure of the phases is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution per month towards outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a

conveyance / assignment of lease of the structure of the phases is executed in favor of the Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the phase the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or association, as the case may be.

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

(ii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Row House or Town House 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 7.5(iii) below be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

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

**(b)** 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 Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .

**(c)** if due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Units in the Project 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 Builder for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Builder.

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

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

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

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

(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 Unit to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

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

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

(ii) The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Unit without the consent in writing of the Promoter

**PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Row House or Town House Unit for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and enforceable against any subsequent Allottees of the Row House or Town House Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

(iii) **NOMINATION;** If prior to execution of the conveyance, the Allottee(s) nominates his/their booked Unit unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter. However, the **first 24 (twenty-four) months** from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. Upon nomination, the Transferee will be compulsorily required to register the Agreement for sale /nomination agreement.

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

Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only.

(iv) The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

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

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

- (ii) The CAM Charges shall not include (i) cost associated with diesel (or any other fuel) , consumption and electricity /HVAC consumption within the Unit which shall be payable by the Lessee on monthly basis based on actual and (ii) Property Taxes. Besides payment of the Maintenance charges fixed by the Promoter at actual, the Allotees shall also pay any service charges fixed by the Promoter and/or the Association payable to the Facility Management Company.
- (iii) The Allottee agrees and undertakes to cause the Association to be bound by the rules and regulations that may be framed by the FMC

**(A) ADDITIONS OR REPLACEMENTS**

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

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

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

(D) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').

(i) The Allottee shall not withhold payment of the same on any account whatsoever.

(ii) 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 .

(a) to the discontinuance of services;

(b) Restricted from enjoyment of club facilities;

(c) Restricted from use of transport facility i.e Bus and winger facility;

(d) Restricted from supply of garbage bags and collection of the same.

(e) Restricted from Power back-up facility;

(f) Restricted from Electro mechanical services i.e Electrician , Plumber, Intercom Services;

(g) Prevented from giving his Unit Leave & License or Tenancy;

(h) Prevented from Booking of Community Hall/Banquet Hall;

(i) Restricted from being a Committee member;

(j) Restricted entry to servants.

(k) Prevent usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest

thereon as aforesaid and the Allottee assuring not to make such defaults in future.

- (iii) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
  - (iv) Promoter or the Association shall become entitled to all rents accruing from such Row House or Town House Unit , if the Unit , has been let out and/or is under tenancy and/or lease.
  - (v) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Row House or Town House Unit , or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
  - (vi) In the event of sale and transfer of the Row House or Town House Unit , the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted.
- ( E) The Promoter or the Association **will** evolve a scheme whereby 20% of the Common Area Maintenance Charge or Rs.1/- per Sq.Ft on SBU whichever is higher is additionally levied on the Unit Owners every month which will be separately kept maintained as 'Sinking Fund' . The sinking fund will be used for meeting periodic expenditure eg. Repair or Replacement of any equipment/asset; Repair of Building/Complex; Painting of structures (interval of every four years), insurance etc.

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

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

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

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

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

- f) equipments(including but not limited to lifts, generators, motors, stp, transformers and gym equipment) which carry manufacturers guarantee for a limited period.
- g) fittings relating to plumbing sanitary, electrical, hardware etc having natural wear and tear.



- h) on account of any act or omission on the part of the Allottee or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.
- i) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- j) The Promoter shall obtain insurances, including but not limited to insurance of this Project including land and the cost of such Insurance till transfer of the Insurance in favor of the Association of Unit, Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Allottees. After expiry of the Insurance the Association of Allottees shall be responsible for renewing the same.
- k) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment's (v) accident and (iv) 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 allottee of Units should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

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

project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

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

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

SCCHEDULE- H hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

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

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

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

make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or 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) since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
- j) The Promoter will have the liberty to change the direction of infrastructure services which may be required by Promoter to utilize areas in adjoining phase/project.

**(52) Under Clause 15 above and to be read in continuation thereto sub-clauses from 15.4 to 15.19 added:**

Internal wiring for electrification will be provided for each Unit. However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Unit. The Allottee(s) shall be required

to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .

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

Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Association.

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

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

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

The Allottee’s liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Allottees of the said units and if for any reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% and Allottees shall pay the same to the

Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Unit.

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

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

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

The internal security of the Unit shall always be the sole responsibility of the respective Allottee (s) as if it is their own Unit.. Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided in the **Schedule-J** and and the

**MAINTENANCE RULES** as provided in **Schedule-K** hereto subject to further additions and modifications from time to time.

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

Power from Generator (during load shedding or power failure) will be provided subject to the Allottee making payment of the charges thereof for which Promoter may install a sub-meter for the said unit and Allottee shall make payment of the Bills to be raised thereof by the Promoter/FM from time to time at the same rate at which the other Unit-Allottees or Occupiers shall be liable to pay based on Promoter's estimate of actual expenses. It is pertinent to mention that the promoter will provide for 1 KVA of Power back up for 4(four) bedroom row house and \_ \_ KVA of Power back up for Town House Units.

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



save in the manner indicated by the Promoter/Association (upon formation).

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

The entire Capex will be borne by ATC /other service provider . The maintenance , upgradation of the infrastructure will be sole responsibility of ATC/other service provider. Any issues to the connectivity of the operators will be addressed by ATC /other service provider immediately. ATC/other service provider may require some space(about 200 Sq Ft) and power in equipment room in the building . The power charges will also be reimbursed by ATC on usage basis. ATC will also provide one spare Fiber and will maintain them at no cost. This spare OFC can be used by the Promoter for other services like CCTV, intercom etc.

The infrastructure deployed by ATC/Service Provider at residential complex will support speed upto 10 Gbps or beyond and host of services. It will be a state of art infrastructure which will support all existing and near future services. However customer experience will depend upon the Services opted by individual customer from their respective service provider.

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

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

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

(54) **Under Clause 19 above and to be read in continuation thereto sub-clauses (i) to (xviii ) added:**

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

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

(ii) . Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Unit Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Unit 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 Apartment Owners Association. The Allottee undertakes to join the 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 Promoter till Promoter is in charge and thereafter by majority of its members subject however to the terms herein contained. Each Phase / Project out of the Housing Complex will form its own Association. If the Allottee sells and/or disposes of his Unit, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Transferee on his 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 Unit in question.

- (iii) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Row House/Bungalow/unit which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas. Provided further that , in such case, the Promoter shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.
- (iv)The Promoter shall at an appropriate time (within maximum period of 3 months from the Deemed Date of Possession of the Units 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 for taking steps for formation of the Apartment Owners' Association.
- (v) Since this is a large complex containing residential Units, where completion and handover of possession is phase-wise the property means land, building, common areas and facilities of the particular phase .
- (vi)In case two or more adjacent contiguous Unit blocks/ Phases/Projects intend to form a single Association, property means the land , building, common areas and facilities of all such blocks/ Phases combined, sharing of common facilities or arrangement in any or all phases shall always deemed to be a Facility Sharing arrangement.
- (vii) There will be one Mother/Apex Association comprising of all the phases/projects of the housing complex as envisaged by the Promoter. Till such time the Apartment Owners Mother Association is formed and the Maintenance of all the Building Blocks/Phases are handed over to the respective Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association. The Promoter shall by itself or through its nominated agency maintain the entire Common areas and . Facilities of the entire Complex upto a maximum of 3 ( three) months from the Deemed date of Possession of Units of the last phase of the entire

Complex or as per local law.. This period shall be the interim maintenance period.

- (viii) On completion of the Construction in all respect, 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 @ Rs 0.50 P 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%.
- (ix) Each Block/Phase shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').
- (x) All the members of the different Maintenance Bodies shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.
- (xi) Maintenance and Common Purposes of the entire Housing Complex, shall vest with the Maintenance Body under the overall guidance and control of the Association which will also be governed by a body of elected representatives.
- (xii) 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 also on the Maintenance Bodies.
- (xiii) In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

- (xiv) The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body 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.
- (xv) The Builder shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Mother/Apex Association.
- (xvi) Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Complex or any part or portion thereof and for taking the responsibility of:-
- (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
  - (b) Rendition of common services;
  - (c) To receive realize and collect the service charges;
  - (d) To remain responsible for such other functions as may be necessary;
- (xvii) The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.
- Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act.
- (xviii) The method of accounting is as follows:
- (i) Formation of Sec-8 Co./Association under the Apartment Act to be done before sending the Possession demand.

(ii) Rate of Maintenance charges to be finalized based on estimated expenses.

(iii) Frequency of billing to be raised by sec 8 company whether monthly / quarterly

(iv) A separate bank account to be opened for collection and deposit of Maintenance charges.

(iii) The actual amount of maintenance deposit lying with the Project shall be transferred to the bank account of the Sec-8 Co immediately.

(iv) The initial deposit amount, after adjusting with maintenance charges of 1st year, transferred from Project shall be invested into Fixed Deposit in the name of Sec-8 Co.

(v) Review of maintenance expenditure shall be done monthly/annually in order to determine any surplus or deficit & deficit / surplus should be adjusted in last Bills.

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

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

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

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

(x) Section-8 Company/Association will be maintained to account:  
 1. Day to day related activities and facilities.  
 2. When all regular payment will be received or regular expenses will be made including AMC.

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

(xii) For both the purposes separate bank account will be made wherein all receipts and payments of a regular nature will be done in

one account and irregular payments will be made from another account. There will be auto-swipe FD facility in both the account so, that any surplus automatically will get transferred to FD.

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

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

(xv) From day one My Gates 'No Broker Hood' software etc. must be installed and all buyers /unit owners must use all features.

**THE SCHEDULE –A ABOVE REFERRED TO**

**PART –I**

**(LAND OWNED BY GROUP A LAND OWNERS)**

**ALL THAT** the pieces and parcels of land containing an area of **14.71** Acres be the same a little more or less in various R.S / L.R DAG Nos of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C4-173/New, Ganga Bandh Road, Ward No. 20, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas shown in the plan attached and bordered in GREEN.

<b>Sl No</b>	<b>R.S.Dag No</b>	<b>L.R.Dag No</b>	<b>L.R. Khatian No.</b>
<b>1</b>	153/1475	153/1475	10596, 10597
<b>2</b>	312	312	10128, 10133, 10138, 10147, 10148, 10172, 10180, 10183, 10191, 10201, 10204, 10207, 10214, 10215, 10217, 10220, 10225, 10235, 10293
<b>3</b>	312/1157	312/1157	10143, 10207, 10231, 10233, 10243, 10244, 10292,
<b>4</b>	312/1222	312/1222	10254, 10538 ,
<b>5</b>	312/1474	312/1474	10146, 10184, 10128, 10185, 10206, 10225, 10292, 10244,
<b>6</b>	313	313	10128, 10166, 10173, 10180, 10208, 10225, 10230, 10293,

7	314	314	10128, 10175, 10178, 10184, 10225, 10294,
8	314/1217	314/1217	10164, 10175, 10182,
9	315	315	10128, 10149, 10150, 10152, 10167, 10168, 10175, 10177, 10187, 10188, 10202, 10203, 10219, 10225, 10255, 10256, 10257, 10294
10	315/1473	315/1473	10170, 10171, 10175, 10178, 10181, 10184, 10208,
11	316	316	10166, 10180, 10183, 10186, 10213, 10216, 10255, 10128,
12	317	317	10164, 10234, 10255, 10294,
13	318	318	10176, 10179, 10186, 10238, 10253,
14	319	319	10179, 10183, 10186, 10228,
15	320	320	10179, 10189, 10220, 10231, 10236,
16	321	321	10129, 10205, 10209, 10244
17	322	322	10169, 10205, 10243
18	323	323	10139, 10176, 10182, 10190, 10237,
19	324	324	10224, 10225
20	380	380	10125, 10130, 10131, 10132, 10134, 10135, 10136, 10139, 10140, 10141, 10145, 10151, 10153, 10154, 10155, 10156, 10157, 10158, 10159, 10160, 10161, 10165, 10174, 10192, 10193, 10194, 10195, 10196, 10197, 10198, 10199, 10210, 10211, 10212, 10218, 10223, 10234, 10242, 10540,
21	381	381	10223

## PART -II

### (LAND OWNED BY GROUP B LAND OWNERS)

**ALL THAT** the piece and parcel of land containing an area of 9.69 Acres be the same a little more or less in various R.S / L.R DAG Nos of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number D5/177 & D5/177A(New) Gangabandh Road, Ward No. 20, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas.



Sl No	R.S.Dag No	L.R.Dag No	L.R. Khatian No.
1	382,	382,	3930
2	383,	383,	3930
3	419,	419,	3930
4	429	429	3930

### PART -III

#### (LAND OWNED BY GROUP C LAND OWNERS)

**ALL THAT** the piece and parcel of land containing an area of 2.59 Acres be the same a little more or less in various R.S / L.R DAG Nos of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C/171, (New) Gangabandh Road, Ward No. 20, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas.

Sl No	R.S.Dag No	L.R.Dag No	L.R. Khatian No.
1	153,	153,	10404
2	153/1219,	153/1219,	10404
3	153/1218	153/1218	10404

### PART-IV

#### (THE SAID ROYAL GANGES -2 PHASE -1 LAND)

**ALL THAT** the First Phase/Project Land of the Royal Ganges-2 Housing Complex admeasuring 22262.67 Sq. Mtrs equivalent to 5.50 Acres more or less for Development and construction of 22 nos Row Houses and 11 nos Town Houses having 41 Units

(Collectively 'UNITS') in the Project 'Royal Ganges-2, Phase-1' Colored 'RED\_' in the Plan annexed hereto marked ANNEX-A.

#### **PART - V**

#### **(THE SAID ROYAL GANGES -I FUTURE DEVELOPMENT LAND)**

**ALL THAT** the Future Phase/Project Land of the Royal Ganges -2 Housing Complex admeasuring 16951.04 Sq. Mtrs equivalent to 4.19 Acres more or less for construction and development in the portion Colored 'YELLOW' in the Plan annexed hereto and marked ANNEX-A.

#### **THE SCHEDULE -B ABOVE REFERRED TO**

#### **(THE SAID ROW HOUSE)**

**ALL THAT** the Ground plus two floor Row House/Bungalow/ Unit No. . having carpet area(i.e. Ground + 1<sup>st</sup> + 2<sup>nd</sup> floor ) of **square feet** corresponding to Built-up area of **square feet** in the ground floor Plan annexed hereto and marked **ANNEX-B** and also exclusive use of the garden attached to the Unit admeasuring Sq. Ft. and pro rata share in the common areas(User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under Clause (n) of Sec 2 of the Act which includes exclusive use of Open terrace admeasuring Sq.Ft and also exclusive use of Front Yard area (which includes Car Parking Area) admeasuring ..... Sq.Ft and the Backyard area admeasuring ..... Sq.Ft and use of other open areas admeasuring ..... **Sq ft.** located on the Ground Floor or around the Row House appertaining to the Unit in Complex named "THE ROYAL GANGES-2 -PHASE-1" under construction on the Schedule-B Land as per Plan annexed hereto and marked **ANNEX-A**

#### **(THE SAID TOWN HOUSE UNIT)**

**ALL THAT** the **TOWN HOUSE** Unit No.\_\_\_\_\_on the\_\_\_\_\_Floor of the Building Block\_\_\_\_\_having carpet area of ..... square feet corresponding to Built-up area of\_\_\_\_\_square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-B** and pro rata share (in the "common areas" (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of\_\_\_\_\_Sq.Ft on\_\_\_\_\_Floor of Building

Block No.\_\_\_\_\_in Phase No.-\_of the Housing Complex named “THE ROYAL GANGES-2-PHASE-1” under construction on the Schedule-A Land **Together with** the right to use Garage/Closed Car Parking Space (Dependent/Independent) admeasuring\_\_\_\_\_Sq.Ft Open Car Parking Space(Dependent/Independent) located on the Ground/\_\_\_Floor of or around the Building Block and pro-rata share in the Common areas under construction on the Schedule-A Land as per Plan annexed hereto and marked **ANNEX-A**

**THE SCHEDULE-C ABOVE REFERRED TO**

**( PRICE / PAYMENT PLAN)**

The price of the said Row House/Town House Unit is Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_) only payable as per the Table provided and annexed hereto: -

**THE SCHEDULE-D ABOVE REFERRED TO**

**(SPECIFICATIONS)**

**SPECIFICATIONS FOR ROW HOUSE**

**1. DOORS**

Main Door- Flush Door with Duco Paint  
Back Side – Flush Door with Duco Paint

**2. INTERNAL DOORS**

Roof Main Door -Wood Plastic Composite (WPC) Door with Enamel Paint  
Roof Toilet Door- Wood Plastic Composite (WPC) Door with EnamelPaint  
Kitchen/Garden Door - Wood Plastic Composite (WPC) Door with Enamel Paint  
Bedroom & Toilet Doors - Flush Door with both sides laminated.

**3. Door handles, Locks & Hinges of Reputed Make.**

**4. WINDOWS:** Anodized/Powder Coated Aluminum windows, Grill optional at extra cost.

**5. FLOORING**

Living & Dining, All Bedrooms, Staircase & Balcony – Vitrified Tiles.  
 Kitchen –Vitrified Tiles  
 Roof Area- Solar Reflection Tiles.  
 Terrace area – Tiles.  
 Toilets-Anti-Skid Ceramic Tiles.

**6. INTERNAL WALLS:** Smooth Pop Finish**7. OUTDOOR FINISH:** Superfine texture weather coat/waterproof paint /Stone cladding (Partly)**8. ELECTRICAL**

Concealed Copper wiring with modular switches of reputed make.  
 Provision for telephone in living area.  
 Provision for AC point in all bedrooms and living area.  
 Provision for Television point in all Bedrooms and Living Area.  
 Geyser Points in all Bathrooms & kitchen.

**9. KITCHEN**

Counter- Vitrified Slab / tiles counter with a stainless-steel sink, wallvitrified slab up to 2ft. Height on all around wall over vitrified slab counter.  
 Electrical point for Water Filter Point, Exhaust Fan Point, Chimney Point.

**10. TOILET**

Vitrified Slab Wash Basin Counter in all toilets Except Roof toilet.Wall-Dado in vitrified tiles up to 7ft.

Sanitary fixture of Hindware, Parryware, Bravart or equivalent brand.  
 Sanitary fittings from Jaguar, Essco, Parryware, Bravart or equivalentmake.  
 Wall hanging water closet with conceal cistern.  
 Bathtub in Master Bedroom (2<sup>nd</sup> Bathtub in at extra Cost)

**11. BALCONY:** Glass Railing

## **B. SPECIFICATIONS FOR TOWN HOUSE**

### **1. DOORS**

Main Door – Flush Door with Duco Paint.  
Back Side – Flush Door with Enamel Paint.

### **2. INTERNAL DOOR**

Roof Main Door - Wood Plastic Composite (WPC) Door  
Roof Toilet Door- Wood Plastic Composite (WPC) Door  
Kitchen/Garden Door - Wood Plastic Composite (WPC) Door  
Bedroom & Toilet Doors - Flush Door.

3. Door Handles, Locks & Hinges of Reputed Make.

4. **WINDOWS** – Anodized/Powder Coated Aluminum windows, Grill optional at extra cost

### **5. FLOORING**

Ground floor and Typical floor lobby- Vitrified tiles  
Ground floor and Typical floor Lift fascia - Vitrified tiles  
Living & Dining, All Bedrooms, Staircase & Balcony – Vitrified Tiles  
Kitchen – Vitrified Tiles  
Roof Area – Solar Reflection Tiles (only for upper duplex units)  
Terrace area – Tiles (only for upper duplex units)  
Toilets - Anti-Skid Ceramic Tiles.

6. **INTERNAL WALLS**–Smooth Pop Finish.

7. **OUTDOOR FINISH** - Superfine Texture weather coat/waterproof paint

**8. ELECTRICAL –**

Concealed Copper Wiring with Modular Switches of Reputed Make.  
 Provision for Telephone in Living Area.  
 Provision for Television point in all Bedrooms and Living area.  
 Provision for AC in all Bedrooms and Living area.  
 Geysers Points in all Bathrooms & kitchen.

**9. KITCHEN**

Counter - Vitrified Slab/ tiles counter with a Stainless-Steel Sink, wall Vitrified Slab up to 2ft. Height on all around wall over Vitrified Slab counter.  
 Electrical point for Water Filter Point, Exhaust Fan Point, Chimney Point.

**10. TOILET**

Wash Basin Counter in all toilets Wall - Dado in Vitrified tiles up to 7ft.  
 Sanitary Fixture of Hindware, Parryware, Bravat or equivalent brand.  
 Sanitary Fittings from Jaquar, Essco, Parryware, Bravat or equivalent make.  
 Wall hanging water closet with conceal cistern.  
 Bathtub in Master Bedroom

**11. BALCONY:** Glass railing**12. LIFT:** Reputed make.**THE SCHEDULE – E ABOVE REFERRED TO****(THE COMMON AREA/COMMON PARTS & FACILITIES)****(Common Parts, Portions and Amenities)****1. The Common Portions are at 2 (Two) levels, which are:**

**LEVEL: Those which are common to all the segments and are collectively called the “Service Zone” and includes the following:**

**Applies to present project/phase and all projects /phases both future and past. Some facilities may be located in other projects/phases which will be available to residents of this Phase.**

- 1 Sewerage treatment Plant / Septic Tank if provided
- 2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps, and common utilities.
- 3 Electric Sub-Station
- 4 Garbage Disposal area/Waste Disposal system
- 5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
- 6 Drains and sewers from the premises to the Municipal Duct /STP.
- 7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 8 Boundary walls of the premises including outer side of the walls of the building and main gates.
9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas
- 11 Management/Maintenance Office
12. Round the Clock Security arrangements with CCTV and intercom
- 13 Fire Fighting Equipment and Extinguishers and Protection system
14. 24 Hrs water supply
- 15 Rain water harvesting may be created by Promoter at its sole option.
16. Dedicated communication system for telephone
17. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
18. Durwans Room
19. Cable connection/ Cable TV System

**GREEN BUILDING**

1. Low Flow Water Fixture

2. Certified Wood
3. Natural Daylight and Fresh Air
4. Light Fixtures as per Green building Compliance
5. Provision for Electrical Charging Point for Cars
6. Low VOC Point
7. Waste Water Recycling
8. Solar to meet Electricity Generation as per PCB

**LEVEL-2 :Those which are to remain common to all the Row House/Town House/ Unit Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Owner shall have proportionate share therein. These include the following:**

**CLUB AMENITIES:**

1. Health Club with Steam, Massage, Jacuzzi and sauna
2. Well Equipped Multi GYM and aerobics
3. AC Indoor children's playing zone
4. AC Banquet hall for hosting parties with attached lawn
5. AC Home Theatre
6. AC indoor games room with Pool & Snooker tables, Table Tennis, Dart, Air hockey, Carrom, chess, card room & other board game.
7. Library cum reading room
8. Yoga / Meditation Area
9. AC guest rooms / Isolation rooms
10. Squash Court
11. Multipurpose AC Community hall with indoor sports facilities
12. Business centre with workstations and conference rooms
13. Video game parlour
14. River Lounge with Café & Alfresco Dining Area with Outdoor Seating
15. Party Lounge with Outdoor Deck

**OUTDOOR AMENITIES:**

1. Infinity edged swimming pool with attached kids pool
2. Aqua gym
3. Children play area
4. Basketball, Badminton court, Volleyball, Lawn Tennis & Multipurpose courts
5. Walkways, Jogging and cycling track
6. Central Lawn for community gathering and organizing festival.
7. Rock climbing for adults and children



8. Skating track
9. Riverview Deck
10. Sloped River Front Grand Lawn
11. Riverfront Promenade
12. Pirate's Ship Play Tree House
13. River facing cabanas for seating
14. Mini Golf Putting Area
15. Fishing Deck (subject to Kolkata Port Trust NOC)
16. Senior Citizen Friendly Gym
17. Senior citizen Park with Meditation Zone
18. Ghat (subject to Kolkata Port Trust NOC)
19. Jetty (subject to Kolkata Port Trust NOC)
20. River Terrace on Riverbank (subject to Kolkata Port Trust NOC)

#### **GARDENS**

1. Seasonal Fruits & Vegetables Garden
2. Pocket Gardens
3. Hammock Garden.
4. Wellness Garden

#### **INFRASTRUCTURE:**

1. Close Circuit TV
2. Efficient Fire detection and fighting system as per WBFS norms
3. Intercom /EPABX connecting each flat and reception with UPS
4. Servant /Drivers toilet in the parking floors of each building.
5. Stretcher length service lifts in each block.
6. Facility Management Office with storage area
7. Barbed/Wireless intruder alarm with CCTV
8. Driver's Lobby/Waiting Area
9. Dedicated Doctors/vendors/visitor parking
10. Storm water drainage system. \_
11. Adequate water supply \_
12. 24/7 Continuous power supply with power backup
13. In house Transport Service

#### ***CLUB :***

A 'CLUB' type facilities shall be set up as part of the entire Housing Complex comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to

modify the location of the amenities and facilities at the Said Club . The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The club will be operational before the completion of entirety of the housing complex but possession of Building Blocks will be given in phases .The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations.

*If any Allottee becomes a member of the Club and In the event any Allottee leases or rents out his/her/its Unit, it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Unit and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.*

**Club Scheme:** *The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / its facilities will be formulated in due course and circulated to the Allottee (Club Scheme) (1) The Allottee will be required to abide by the Club Scheme (2) Membership of the Said Club shall also be open only to all Allottees of the Said Complex (3) Each Unit can opt for 1 (one) membership, irrespective of the number of Owners/Lessees of such Unit (4) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of its Unit, who, for all purposes, shall be treated as the member of the Said Club (5) The Said Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Allottee to the Club Manager as and when required by the Club Manager (6) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (7) in the event of sale/transfer of the Said Unit, the membership will stand terminated and the new Owner/Lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (8) if an Allottee lets out his/her Unit, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee and (9) the acceptance by the Allottee of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Unit .*

*The allottees of the Complex, are required to pay one-time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance. Maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be. Allottees of every phase will be entitled to use the Club as and when they get possession (Maximum three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the entire Project is handed over to the apex body. i.e monthly club charges will be calculated on the basis of the following formula:*

$$\frac{\text{Total Club and other facilities Expenses}}{\text{Total Sq.Ft of all the Allottees who have got deemed possession}}$$

*Person (who is a member of the club) includes the spouse and dependent children. GST and all other taxes as applicable will be charged extra on the above said charges. Detailed terms and conditions of membership and rules and regulations governing the usage of the club will be formulated in due course and circulate to members before the Club is made operational. All the members will have to abide by these rules and regulations. The intended facilities of the club outlined in the application kit are tentative and may vary at the sole discretion of Promoter.*

### **THE SCHEDULE – F ABOVE REFERRED TO**

#### **(LIMITED COMMON AREAS AND FACILITIES)**

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

1. Open, Mechanical and covered Car Parking areas(Dependent/Independent);
2. Right of use of any specified area in Basement;
3. Exclusive right of use of Garden space attached to an Unit;
4. Demarcated area of terrace appurtenant to a particular Unit;
5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
6. Open Terrace of any Floors of the Block;
7. The elevation and exterior of the Block;
8. Storage areas;
9. Basement not meant for common use;
10. Any community or commercial facility which is not meant for common use;
11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;
12. Beauty Parlour within the Project or entire Complex.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

### **THE SCHEDULE – G ABOVE REFERRED TO**

#### **(TITLE DEEDS OF GROUP A OWNERS)**

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of ADSR – II, SOUTH 24 PARGANAS in Book No. 1

Sl.No.	Deed No.	Date of Deed	Name of the Owner
1	160202179	01-01-2021	SRIJAN COMPLEX PRIVATE LIMITED
2	160201971	23-02-2021	SRIJAN ESKAY STUDIOS LLP
3	160200055	01-01-2021	BADRINATH INFRABUILD PVT LTD
4	160200023	01-01-2021	WATERTOWN ESTATES LLP
5	160207634	26-12-2020	MORVEN REALTY LLP
6	160207629	26-12-2020	SILVERLING REALTY LLP.
7	160207654	26-12-2020	TANVI DEALERS PRIVATE LIMITED
8	160207640	26-12-2020	KYAL HIRISE LLP
9	160207667	26-12-2020	MANYA AGENCIES PRIVATE LIMITED
10	160207668	26-12-2020	BALAJI RETAILERS PRIVATE LIMITED
11	160200017	01-01-2021	UDAY NIWAS PVT LTD
12	160207602	25-12-2020	TANVI TOWER PRIVATE LIMITED
13	160207669	26-12-2020	DAFFODIL VYAPAR PRIVATE LIMITED
14	160207443	19-12-2020	N K ABAAS PRIVATE LIMITED
15	160207672	26-12-2020	ARJUN DEALERS PRIVATE LIMITED
16	160207445	19-12-2020	INTENT BUILDERS PRIVATE LIMITED
17	160200028	01-01-2021	NORTH EAST CONSUMER GOODS PVT LTD
18	160200035	01-01-2021	NEW WAYS CONSUMER GOODS PVT LTD
19	160207600	25-12-2020	UDAY INFOTECH PRIVATE LIMITED
20	160200026	01-01-2021	SIGMA CONSUMER GOODS PVT LTD
21	160207663	26-12-2020	SHRADDHA NIKETAN PRIVATE LIMITED.

22	160207650	26-12-2020	TANVI AGENCIES PRIVATE LIMITED
23	160207635	26-12-2020	LILY ADVISORY SERVICES LLP
24	160207652	26-12-2020	TANVI DEALCOM PRIVATE LIMITED
25	160207626	26-12-2020	TANVI DEAL TRADE PRIVATE LIMITED
26	160207655	26-12-2020	TANVI DEALMARK PRIVATE LIMITED
27	160207631	26-12-2020	SHEROWALI DISTRIBUTORS LLP
28	160207637	26-12-2020	DUMONT REALTY LLP
29	160207670	26-12-2020	TANVI TIE-UP PRIVATE LIMITED
30	160200042	01-01-2021	SITALA INFRADEV PRIVATE LIMITED
31	160207309	16-12-2020	N.K.NIKETAN PRIVATE LIMITED
32	160202178	01-01-2021	FOXTAIL REALTY LLP
33	160200044	01-01-2021	SALASAR DISTRIBUTORS PVT LTD
34	160207599	25-12-2020	SHRADDHA PROPERTIES PVT LTD
35	160200050	01-01-2021	MAIPO COMPLEX LLP
36	160200040	01-01-2021	AQUABLUE REALTY LLP
37	160200039	01-01-2021	ARIT DEALCOM LLP
38	160207769	19-12-2020	EXCELLENT CONCLAVE PVT LTD
39	160207828	19-12-2020	BHAGWATI INFRAREALTY PVT LTD
40	160207664	26-12-2020	NEELKANTH INFRAPROMOTERS PVT LTD
41	160201969	23-02-2021	LANSDOWN MEDICALS PVT LTD
42	160207797	19-12-2020	ADINATH DEVCON PRIVATE LIMITED
43	160200011	01-01-2021	AKSHI VYAPAR LLP
44	160200043	01-01-2021	TRIMUKH REGENCY LLP
45	160207821	19-12-2020	BHOOTNATH INFOTECH PVT LTD
46	160207603	25-12-2020	BHUVI DEALTRADE LLP

47	160200019	01-01-2021	VINAYAK GARDENS PRIVATE LIMITED
48	160207795	19-12-2020	EXPRESS COMMODITIES PVT LTD
49	160207778	19-12-2020	BALGOPAL REALDEV PVT LTD
50	160207791	19-12-2020	KAMRUP DISTRIBUTORS PVT LTD
51	160207601	25-12-2020	SHAGUN INFRAPROMOTERS PVT LTD
52	160200014	01-01-2021	SHIVAM RETAILERS PVT LTD
53	160200047	01-01-2021	TRIPACK ESTATES LLP
54	160200022	01-01-2021	UTILITY COMPLEX PRIVATE LIMITED
55	160207780	19-12-2020	INCREDIBLE BUILDERS PRIVATE LIMITED
56	160207665	26-12-2020	MANYA DISTRIBUTORS PRIVATE LIMITED
57	160207648	26-12-2020	ANGELICA REALTY LLP
58	160207671	26-12-2020	PARMATMA TIE UP LLP
59	160207659	26-12-2020	TANVI NIWAS PRIVATE LIMITED
60	160207638	26-12-2020	KYAL RESIDENCY LLP
61	160207661	26-12-2020	TANVI DISTRIBUTORS PRIVATE LIMITED
62	160207662	26-12-2020	TANVI TRADECOM PRIVATE LIMITED
63	160207636	26-12-2020	LIBERAL BARTER LLP.
64	160207447	19-12-2020	ELIGIBLE PROCON PRIVATE LIMITED
65	160200045	01-01-2021	SHAGUN REALDEV PRIVATE LIMITED
66	160207604	25-12-2020	SITALA DEVCON PRIVATE LIMITED
67	160200048	01-01-2021	JAMPUI HEIGHTS LLP
68	160200056	19-12-2020	INDRALOK COMPLEX PRIVATE LIMITED
69	160207837	19-12-2020	NEELKANTH INFREAREALTY PVT LTD
70	160200031	01-01-2021	ELINA DEALERS LLP
71	160200016	01-01-2021	WISECRACK TOWERS LLP

72	160207695	26-12-2020	DELMON REALTY LLP
73	160207310	16-12-2020	N.K.PLAZA PRIVATE LIMITED
74	160207598	25-12-2020	TIRUPATI ADVISORY SERVICES PVT LTD
75	160200029	01-01-2021	LINWOOD HIRISE LLP
76	160207793	19-12-2020	EVERGROW DEVELOPERS PVT LTD
77	160200054	30-12-2020	IMPERIAL PLAZA PRIVATE LIMITED
78	160200046	01-01-2021	REDMAPLE REALTORS LLP
79	160207441	19-12-2020	EKDANT PROJECTS PRIVATE LIMITED
80	160207630	26-12-2020	SILVERBELL REALTY LLP
81	160200032	01-01-2021	RIDHI SIDHI NIKETAN PVT LTD
82	160207838	19-12-2020	IDEAL CONCLAVE PRIVATE LIMITED
83	160207794	19-12-2020	BADRINATH INFRABUILD PVT LTD
84	160207779	19-12-2020	KAMRUP MARKETING PRIVATE LIMITED
85	160207788	19-12-2020	BASUKINATH VINIMAY PRIVATE LIMITED
86	160207444	19-12-2020	N.K. REGENCY PRIVATE LIMITED
87	160207437	19-12-2020	ELITE CONSUMER GOODS PVT LTD
88	160207833	19-12-2020	MAYFAIR VYAPAAR PRIVATE LIMITED
89	160207818	19-12-2020	BALGOPAL INFRAPROMOTERS PVT LTD
90	160207829	19-12-2020	KAMRUP COMMERCIAL PRIVATE LIMITED
91	160200020	01-01-2021	EXPRESS CONSUMER GOODS LLP
92	160200051	01-01-2021	MILKWEED ESTATES LLP
93	160200049	01-01-2021	TRIEYE PROPERTIES LLP
94	160202176	01-01-2021	TIRUPATI CONSUMER GOODS PVT LTD
95	160202176	01-01-2021	MILKWEED ESTATES LLP
96	160202175	01-01-2021	SUPERNOVA REALTORS LLP

97	160201970	23-02-2021	ROLCON FINVEST PRIVATE LIMITED
98	160201973	23-02-2021	N.K.TOWER PRIVATE LIMITED
99	160202177	01-01-2021	SHIVAM CONSUMER GOODS PVT LTD
100	160207787	19-12-2020	N.K. HIRISE PRIVATE LIMITED
101	160207785	19-12-2020	EKDANT INFRAPROPERTIES PVT LTD
102	160207832	19-12-2020	IMPERIAL RESIDENCY PRIVATE LIMITED
103	160207789	19-12-2020	INDEX DEVELOPERS PRIVATE LIMITED
104	160207830	19-12-2020	SALASAR CONSUMER GOODS LLP
105	160207831	19-12-2020	ISOLATE REALESTATE PRIVATE LIMITED
106	160207792	19-12-2020	ADINATH INFRACON PRIVATE LIMITED
107	160207836	19-12-2020	NORTH EAST RETAILERS LLP
108	160207796	19-12-2020	MURLIDHAR TRADING PRIVATE LIMITED
109	160200018	01-01-2021	RAJRAMBHA HEIGHTS LLP
110	160200041	01-01-2021	YELAGIRI REALTY LLP
111	160207448	19-12-2020	ELITE COMMODITIES PRIVATE LIMITED
112	160207442	19-12-2020	EKDANT PROCON PRIVATE LIMITED
113	160207440	19-12-2020	ELECT REAL ESTATE PRIVATE LIMITED
114	160207446	19-12-2020	ELITE BDEVCON PRIVATE LIMITED
115	160207795	19-12-2020	EXPRESS COMMODITIEIES PRIVATE LIMITED
116	160207835	19-12-2020	INTERCITY PROJECTS PRIVATE LIMITED
117	160201972	23-02-2021	SOLIMANA REALTY LLP

**(TITLE DEEDS OF GROUP B OWNERS)**



Sl.No.	Deed No.	Date of Deed	Name of the Purchers
1	2094	2001	Subhash Chandra Ghosh
2	2095	2001	Subhash Chandra Ghosh
3.	2990	2001	Biswanath Singh
4	2991	2001	Biswanath Singh
5	3452	2001	Buddhadeb Mazumder
6.	3453	2001	Ranjit Kumar Ghosh
7.	3454	2001	Buddhadeb Mazumder
8.	3455	2001	Ranjit Kumar Ghosh

**DETAILS OF PARTNERSHIP DEED**

Sl.No.	Deed No.	Date of Deed	Name of the Owner
1	2368	2001	Ranjit Kumar Ghosh, Subhash Chandra Ghosh, Biswanath Singh and Buddhadeb Mazumder <b>CONSTITUTED</b> <b>SWAN ENGINEERING CO</b>
2	00049	2004	Buddhadeb Mazumder retires from the Firm
3	00004	2006	Subhash Chandra Ghosh retires from the Firm
	160700068	2021	Srijan Residency LLP and Ram Naresh Agarwal inducted as Partners
		2021	Ranjit Kumar Ghosh and Biswanath Singh retire from the Firm
	1602	2022	Karan Agarwal inducted as Partner

**(TITLE DEEDS OF GROUP C OWNERS)**

Sl.No.	Deed No.	Date of Deed	Name of the Owner
1	1607-10320	2018	Maheshtala Municipality
2	1602-00640	2019	-Do-
3.	1602-01515	2019	-Do-
4.	1602-2019	2019	-Do-

**THE SCHEDULE-H ABOVE REFERRED TO**  
**(RESERVED RIGHTS)**

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

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Units and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
- (5) Until the sale and transfer of all the Units the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Units and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception

systems) channels, flues and other necessary conducting media for the provision of services or supplies.

- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with sanctioned plan** in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter require under or over the Premises and/or Unit
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Unit Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks,

paths, stairways, lanes and other rights of way serving the Units and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Unit.
- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the identified wall surfaces within the lobby of the buildings. The Promoter will be responsible for its maintenance and remain liable to pay the electricity charges separately.
- (18) The Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Allottee of a Unit in any other phase of the Complex.

**THE SCHEDULE- I ABOVE REFERRED TO**  
**(REGULATIONS AND RESTRICTIONS USER RULES)**

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

1. To co-operate with the other Row House/Town House 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 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 Row House/Town House 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 Row House/Town House Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Row House/Town House Unit Owner.
5. To pay charges for electricity in relation to the said Row House/Town House Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Complex/building.
6. Not to do anything or prevent the Promoter from making further or additional legal constructions notwithstanding any temporary disruption in the Allottee's enjoyment of the said Row House/Town houseUnit.
7. To maintain or remain responsible for the structural stability of the said Row House/Town House 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 Row

House/Town House 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.

8. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Row House/Apartment/Unit or adjacent to the said Row House/Town House 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. Not to damage demolish or cause to damage or demolish the said 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 Row House/Row House Units in the building or which may cause damage to any other portion of the building in any manner.
10. 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 Row House/Town House 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.
11. 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 .
12. 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.

13. 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.
14. Not to use the said Row House/Town House Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
15. 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 kutcha or pucca constructions grilled 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.
16. 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.
17. Not to park car on the pathway or open spaces of the building 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.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Row House/Town House Unit .
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.

20. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. The Promoter shall cause an Adhoc Committee of the Row House/Town House Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Row House//Town House Unit Owner who may be nominated and/or selected by the Vendor. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. 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 Unit.
22. 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 or in the manner as near as may be in which it was previously decorated.
23. In case of Row Houses not to change the exterior color scheme or design and ring about any change in the façade and to maintain the same at all times in order to preserve the aesthetics of the Complex. The Association shall also be empowered to maintain the common areas of the Bungalows and the charges shall be included in the Common expenses or in case of any damage to the structure caused by any occupant, to charge it directly to the respective individual owner.
24. In case of Row Houses/Bungalows the elevation/exterior and part of the exposed portion of the land will always be considered as part of Common areas wherein not to bring about any change in the exterior color scheme or design or any change in the façade and to maintain the same at all times in order to preserve the aesthetics of the Complex . The Association shall also be empowered to maintain the common areas of the Bungalows and either include the charges in the Common expenses or in case of any damage to the structure caused by any occupant, to charge it directly to the respective individual owner.



25. In case of Row Houses the occupants shall ensure that no garbage shall be permitted to accumulate in front yard or in any exposed area and always to keep the same neat and tidy and well maintained and to use it as a well decorated space only beside car parking.
26. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter.
27. Watchman, driver, domestic servants or any other person employed by the Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas
28. The Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
29. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
30. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
31. Any work men temporarily employed by any Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict

compliance of the guidelines as framed by the Promoter or the Association as the case may be.

32. The Unit Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Promoter / Association will be competent to impose fine on the offenders.
33. Smoking will be prohibited within the residential / commercial areas save and except specified smoking zones where only smoking will be permitted.
34. All visitors to the respective Units will be filtered at the entrance and permitted entry only on proper authorization from the Unit Owner .
35. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
36. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
37. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
38. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.

39. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
40. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
41. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers 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.
42. To remain fully responsible for any pets which may be kept by the 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
43. 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.
44. To carry out proper pest control treatment in the said Unit at the cost of the Allottee.

45. 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 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.
46. Not to have nor create any place of worship in any common part or portion of the building or the Complex . However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..
47. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
48. Not to use the Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
49. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
50. Not to arrange any public function in any part of the property, except with the permission of the Promoter/ Association as the case may be.
51. 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.

52. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
53. The Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Promoter to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper.
54. 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 Unit Owners shall strictly abide by maintaining such rule/restriction. The Unit Owners of all caste, creed and religion shall be bound by this..
55. 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.
56. Not to install any air conditioner, except in the approved places/method.
57. 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 for the term of the Agreements/contract.
58. Pay such further deposits as required by the Promoter/FMC/Association time to time.
59. Only drills (and not manual hammers) can be used to drive nails/screws into the walls (which are made of AAC Block and not of Clay) of the 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).
60. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
  61. The lobby should be kept clean at all times.
  62. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex and windows of units.
  63. No tenant will be allowed to occupy any Unit unless such tenant is introduced to the Promoter or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Unit for security purposes.
  64. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
  65. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
  66. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the 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.
  67. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
  68. 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 .

69. Car Parking stickers should be obtained from the Promoter, Maintenance Body or the Association to track authorized vehicles.
70. 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.
71. 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 Unit, shall be undertaken at the expense of the Allottee .
  - (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 Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.
72. The Promoter will hand over the Fit-Out Rules at the time of handing over possession. Every Allottee shall, undertake and complete all maintenance and repair work within his own 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.

73. 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
74. 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 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.
75. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
76. No Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Unit if the same shall disturb or annoy other occupants of the building..
77. Each Owner shall keep such 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 on camera throwing litter.

78. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
79. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter and no puncturing of window/wall to install AC Units will be permitted. The Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System and also the route to take refrigerant piping or water drainage lines , which the Allottee shall have to strictly follow while installing their AC Units.
80. Allottees cannot cover open terrace by any other means except by temporary awnings with prior permission of the Promoter and/or the Association of Apartment Owners..
81. 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.
82. 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 Unit-Owner/Lessee in whose Unit it shall have been caused.

83. No radio or television aerial, electrical and telephone installation , machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
84. If any electrical points are installed on shear wall/RCC Wall of the Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
85. Garbage from the 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..
86. No vehicle belonging to a 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.
87. The Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
88. After the Purchase the Unit Owner shall get his Unit mutated. In case of default by the Unit Owner/Lessee, the Promoter will be entitled to get the said Unit mutated and apportioned in the name of the Unit Owner subject to the Unit Owner's bearing and paying all costs, charges and expenses including professional fees.

89. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
90. Ensure that the domestic help/service providers visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.
91. Use the spittoons / dustbins located at various places in the Project.
92. Not to install any collapsible gate outside the main door / entrance of the said Unit.
93. Not to sub-divide the said Unit and the Common Areas, under any circumstances.
94. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said 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.
95. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Unit.
96. Not to install or keep or run any generator in the Said Unit.
97. 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.

98. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
99. Not to cover the fire exits and balconies/terraces of the said Unit.
100. The balconies in the 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 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
101. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation 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.
102. 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 .
103. 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;
104. 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.
105. 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.

106. 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.
107. .Not to sub divide or partition the Said Unit in any manner whatsoever.
- 108 House rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association by the Holding Organization.
109. 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.
110. 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 without affecting the roof top over the Purchaser’s Unit and the considerations for these rights will be received by the Developer
- 111 To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units provided for the purpose.
112. To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.
- 113 To observe the rules framed from time to time by the Developer / Maintenance In charge.
- 114 To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
115. To bear and pay increase in local taxes, water charges, insurance, and such other levies ,if any, which are imposed by the concerned Authority or Government and/or other public Authority on account of change of user of the Apartment by the Allottee for any purposes other than for purposes for which it was sold.
- 116 Not to sell any utility room / store room/Car parking other than to a Unit Owner of the Complex.
- 117 Not to assign/transfer/ hand over or permit usage of any Car /bike parking area to any outsider other than to a Unit Owner of the Building.

118. No Birds or domestic animals shall be kept or harbored within the Unit 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 phase/building. In no event the Pet shall be permitted in the elevator or in any common portion of the building unless accompanied.
- 119 Not to allow children to be present in the Fishing Deck without being accompanied by the Parent/Guardian. Not to use the Fishing Dec for commercial fishing. Not to use the Fishing Deck or bathing or swimming purpose or for any such purpose for which it is not meant which could cause unpleasantness or risk to property / life.
120. The lake / Water body is not to be used for swimming, bathing commercial fishing etc.
- 121 If the Promoter installs Composter 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.
- 122 The Allottee is specifically prohibited from making any construction over the Stair Cover over Row Houses and/or Town Houses which will block the view from the adjacent structures.
123. None of the residents will be permitted to set up a community Prayer Room within his Apartment.
124. The position of Kitchen and Toilets in each floor of Town House blocks as per original plan cannot be shifted. 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 from its original position to another position which may be directly above the kitchen in the floor below is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.
125. 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.

**THE SCHEDULE -J ABOVE REFERRED TO**

**(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers if

provided on your floor.

4. Know the assembly area and the location of the fire fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Instal Fire equipment at proper place inside your Apartment.
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.
21. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
22. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
23. Do not tamper with electrical equipment without adequate knowledge.

24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
25. To clean nozzle of the Oven regularly.
26. Kitchen Chimney should be cleaned every month.
27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
28. Always store the LPG Cylinder in an upright position.
29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
30. Never tamper with LPG cylinder.
31. Strike the match first and then open the burner knob of the stove.
32. Fix Safety cap on the valve when the cylinder is not on use.
33. Do not place cylinder inside a closed compartment.
34. Keep the Stove on a platform above the cylinder level.
35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
38. Keep portable size Fire extinguisher for kitchen.
39. Gas leak detector may be installed in kitchen.
40. Buy Gas pipe of approved quality from authorized distributor only.
41. Keep windows open to ventilate the kitchen.
42. Fire Crackers must be handled under supervision.
43. Fire Crackers should be lit only at designated areas

**THE SCHEDULE -K ABOVE REFERRED TO**

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

Sl.No	Maintenance Area	Item No	RULES
1.	<b>SECURITY SERVICES</b>	i	<b>Keeping a record of visitors entering the complex premises</b>



		<b>ii</b>	<b>Prevent any trespassing through the Complex compound</b>
		<b>iii</b>	<b>Guarding the Complex</b>
		<b>iv</b>	<b>Control Traffic and and prevent jams within internal roads and pathways</b>
		<b>v</b>	<b>Switching On/Off common lights</b>
		<b>vi</b>	<b>The operation of water supply when needed</b>
		<b>vii</b>	<b>The operation of Generator set when needed</b>
		<b>viii</b>	<b>The operation of lifts in case of electricity failure</b>
		<b>ix</b>	<b>The operation of Fire Fighting equipment when needed</b>
<b>2</b>	<b>GARDEN &amp; LAWN</b>	<b>i</b>	<b>Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.</b>
		<b>ii</b>	<b>Wet lawn should not be mowed.</b>
		<b>iii</b>	<b>Trimming, de-weeding &amp; pruning of plants and removal of fallen debris</b>
		<b>iv</b>	<b>Water down all fertilisers</b>
		<b>v.</b>	<b>Use Organic fertilizers;</b>
		<b>vi</b>	<b>Use of pesticides and herbicides to get</b>

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

			objects or anything that can damage the pool.
		ix	Swimming Pool should be cleaned regularly with disinfectant and maintain the pH balance of water .
		x	Water recirculation system should be checked daily.
		xi	Changing rooms should be monitored for safety.
4.	<b>COMMUNITY HALL</b>	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
5.	<b>GYMNASIUM</b>	i	Should have a qualified experienced trainer
		ii	Children below 16 years should not be allowed in Gym.

		<b>iii</b>	<b>Usage of adhesive tape on floor not allowed.</b>
		<b>iv</b>	<b>AMC of equipments to be maintained.</b>
		<b>V</b>	<b>To be used at specified timing only</b>
		<b>vi</b>	<b>Outdoor shoes not to be permitted inside the Gym.</b>
		<b>vii</b>	<b>Keep a first-aid kit ready</b>
		<b>viii</b>	<b>Daily floor cleaning is recommended</b>
		<b>ix</b>	<b>Belts, chains and cables should be aligned with machine parts.</b>
		<b>x</b>	<b>Fire extinguisher should be functional at all times.</b>
		<b>xi</b>	<b>Entry and exit should be marked and monitored.</b>
<b>6.</b>	<b>WATER TANKS</b>	<b>i</b>	<b>Should be cleaned at regular intervals by a trained agency.</b>
		<b>ii</b>	<b>The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.</b>
		<b>iii</b>	<b>If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.</b>

		<b>iv</b>	<b>Trained plumber to check water supply pipe lines .</b>
<b>7.</b>	<b>MUNICIPAL WATER</b>	<b>i</b>	<b>Ensure that taps are securely closed.</b>
		<b>ii</b>	<b>Replace the leaky faucets to save water wastage;</b>
		<b>iii</b>	<b>The Complex may be provided with Solar water connection.</b>
		<b>iv</b>	<b>It is recommended to clean pipes at regular intervals.</b>
<b>8</b>	<b>STP</b>	<b>i</b>	<b>Recommended that water from STP should be used only for WC flush usage and gardening.</b>
		<b>ii</b>	<b>Inspect the treatment plant regularly.</b>
		<b>iii</b>	<b>Prevent any harmful substance, wastes, anti bacterial detergents and other hazardous objects from entering the Plant.</b>
		<b>iv</b>	<b>Timely checks of the water treated by STP are mandatory. There is a penalty for non functioning STP and for discharging sewage water into the drainage system.</b>

		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
			Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.
			To abide by laws if any in this regard for operation and maintenance of the STP
9	SEPTIC TANK	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically
10	BOREWELL WATER	i	Water softener may be installed if water is to be used for drinking purpose

		ii	Can be recharged by rain water
		iii	Regular testing of ground water should be done.
11	<b>STORM WATER DRAINAGE</b>	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage
		iv	The outlet of the storm drainage should be covered with gratings.
12.	<b>GARBAGE COLLECTION</b>	i	Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .
		ii	Garbage bags should be used for maintaining heigene.
		iii	There should always be a trolley placed under the garbage chute.
		iv	Follow the caution signals that are mentioned on the Chute .
		v	Do not throw boxes bigger than the

			<b>size of the door of the chute</b>
		<b>vi</b>	<b>Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.</b>
		<b>vii</b>	<b>Manual cleaning of the moist place near the exit of the garbage once in 15 days.</b>
		<b>viii</b>	<b>Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.</b>
<b>13</b>	<b>ORGANIC WASTE COMPOSTING (OWC)</b>	<b>i</b>	<b>Segregate the daily waste into recyclable and non recyclable waste</b>
		<b>ii</b>	<b>The OWC machine should not be overloaded than its capacity.</b>
<b>14.</b>	<b>LIFT/ELEVATOR</b>	<b>i</b>	<b>AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift</b>
		<b>ii</b>	<b>The electrical connections, wiring, switches, plugs should be checked periodically.</b>



		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
15	<b>FIRE FIGHTING EQUIPMENT</b>	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage

		<b>iii</b>	<b>Refuge area should be vacant and not used for any other purpose</b>
		<b>iv</b>	<b>Regular mock fire drill exercises should be Done</b>
		<b>v</b>	<b>Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.</b>
		<b>vi</b>	<b>In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.</b>
		<b>vii</b>	<b>In case of fire, the evacuation procedure should be well defined</b>
		<b>viii</b>	<b>The gaskets used in panels of sliding windows or doors are fire retardents.</b>
		<b>ix</b>	<b>Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time.</b>
		<b>x</b>	<b><del>There should be minimum one lift capable of carrying 8 persons weighing 545 Kgs.</del></b>
		<b>xi</b>	<b>Assembly point in the Complex compound should be clearly indicated.</b>

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

<b>18</b>	<b>INSTALLATION OF AIRCONDITIONER</b>	<b>i</b>	<b>Should be installed at pre-designated point.</b>
		<b>ii</b>	<b>In case of split AC , the compressor unit should be installed with firm support.</b>
		<b>iii</b>	<b>In case of leaking pipes to get the same repaired immediately.</b>
		<b>iv</b>	<b>All wires should be passed through ducts.</b>
		<b>v</b>	<b>Open wiring outside the walls is not allowed.</b>
		<b>vi</b>	<b>No core cutting should be done in beams or columns or slabs for ducting purposes.</b>
		<b>vii</b>	<b>Inverters must be mounted on a firm level surface.</b>
<b>19</b>	<b>COOKING GAS</b>	<b>i</b>	<b>Ensure proper ventilation and follow norms laid down by Gas agency.</b>
		<b>ii</b>	<b>Children should not operate any equipment.</b>
		<b>iii</b>	<b>Gas cylinder installation should be carried out by Gas supply agency.</b>
		<b>iv</b>	<b>Do not accept a gas cylinder with</b>

			<b>safety cap broken.</b>
		<b>v</b>	<b>The cylinder or the gas hose pipe should be placed away from heat source.</b>
		<b>vi</b>	<b>Turn the regulator to 'OFF' position when Gas not in use.</b>
		<b>vii</b>	<b>Periodically check the gas valve, hose pipe condition for any leak.</b>
		<b>viii</b>	<b>Change the gas pipe(rubber tube) every six months.</b>
		<b>ix</b>	<b>In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.</b>
<b>20</b>	<b>CCTV OF INDIVIDUAL UNITS</b>	<b>i</b>	<b>Ensure that the Camera lens is clean;</b>
		<b>ii</b>	<b>Illegal filming of others using the camera is legally prohibited.</b>
		<b>iii</b>	<b>A notice that the premises is under CCTV surveillance should be displayed.</b>

21	<b>DISH TV OF INDIVIDUAL UNITS</b>	i	The Antenna should be installed at the pre-designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
22.	<b>PLUMBING</b>	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.
23	<b>MATTERS THAT NEED PERMISSION FROM FIRE SAFETY DEPARTMENT</b>	i	Changes in Pipeline Changes in gas pipe line Changes in Fire fighting Equipment Changes in Smoke Detectors
24	<b>MATTERS THAT NEED</b>	i	Changes to entry to your house

	<b>PERMISSION FROM GOVERNING BODY OF COMPLEX</b>		<b>Renovation to be done</b>  <b>Pest treatment</b>  <b>Installing TV Antenna</b>  <b>Putting grill in balcony</b>  <b>Putting security door outside the entrance</b>  <b>Installing temporary cover on roofs</b>
<b>24.</b>	<b>LAKE / WATER BODY / FISHING DECK / WATER FOUNTAIN</b>	<b>i</b>	<b>To keep the water of the lake clear / free of weeds, growth and wild plantation.</b>
		<b>ii</b>	<b>Upkeep of fountain system, pumps and water surface ;</b>
		<b>iii</b>	<b>Keep a close eye on children and children below 12 years should not enter the fishing deck unsupervised.</b>
		<b>iv</b>	<b>To keep the deck open for use at specified timing with proper required security arrangements.</b>
		<b>v</b>	<b>To keep fishing deck wood work polished / painted for life sustenance</b>
		<b>vi</b>	<b>To keep the fishing deck canopy, railing, lights, seats, gates etc well maintained and beautified.</b>
		<b>vii</b>	<b>To keep the water fountain and it</b>

			<b>apparatuses, pumps, motors, floaters, lights, electrical well services and maintained for proper operation.</b>
		<b>viii</b>	<b>To fix time period of operation of water fountain.</b>
		<b>ix</b>	<b>To keep the boundary wall of the water body / lake and the sitting area around it in neat and clear condition.</b>
		<b>x</b>	<b>To keep the landscaping plants and trees along side the lake boundary well maintained.</b>
		<b>xi</b>	<b>To dose the lake with necessary chemicals to ensure the sustenance of fishes etc and to do all necessities for ensuring continued population of fishes for fishing purposes.</b>

**THE SCHEDULE -L ABOVE REFERRED TO**

**(COMMON AREA MAINTENENCE EXPENSES)**

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



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

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

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owner(s).....

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

- 1.
- 2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

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

- 1.
- 2

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

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

1.

2

**ANNEXURES**

<b><u>ANNEX-A</u></b>	<b>Copy of the Royal Ganges -I , Phase -wise demarcated plan</b>
<b><u>ANNEX-B</u></b>	<b>Copy of Floor plan of the said Unit.</b>
<b><u>ANNEX-C</u></b>	<b>Copy of Payment plan of the said Unit.</b>

