

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2023.

BY AND BETWEEN

ARCH INFRA PROPERTIES PRIVATE LIMITED (PAN AAHCA2637H), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at No.99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,

- hereinafter referred to as “the **PROMOTER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office, nominees and assigns) of the **FIRST PART**

AND

1. **ALEXY VANIJYA PRIVATE LIMITED (PAN AAICA7263J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at CD-35, Sector-I, Salt Lake City, P.O. and P.S. Bidhannagar, Kolkata-700 064,
2. **AMOGH VINTRADE PRIVATE LIMITED (PAN AAJCA0217H)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 40/1/10, Dharmadas Kundu Lane, Shibpur, P.O. and P.S. Shibpur, Howrah-711 102,
3. **ATULYA TRADECOM PRIVATE LIMITED (PAN AAJCA0216G)** a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 242/3, Bidhan Pally, P.O. Kalyani Ward No. 17, P.S. Kalyani, Kalyani-741 250,
4. **CHITRAKOOT MARKETING PRIVATE LIMITED (PAN AADCC0992R)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No.4, Room Nos.703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
5. **DUKE APARTMENTS PRIVATE LIMITED (PAN AAACD9346B)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
6. **HIMACHAL VINTRADE PRIVATE LIMITED (PAN AACCH5366H)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No.4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
7. **SNOW WHITE ENTERPRISE PRIVATE LIMITED (PAN AAHCS2108P)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 144A, Jamunalal Bajaj Street, P.O. and P.S. Burrabazar, Kolkata-700 007,
8. **SURPATI SALES PRIVATE LIMITED (PAN AAKCS9503P)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
9. **AYUSH ENTERPRISES PRIVATE LIMITED (PAN AAECA2180N)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
10. **ACTIVE HIGHRISE PRIVATE LIMITED (PAN AAHCA8764D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
11. **KOHINOOR REALTORS PRIVATE LIMITED (PAN AADCK7263R)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
12. **TRIDENT VANIJYA PRIVATE LIMITED (PAN AADCT6210B)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 37/1, Manik Bose Ghat Street, Jorabagan, P.O. Beadon Street, P.S. Jorabagan, Kolkata-700 006,
13. **TIPTOP SALES PRIVATE LIMITED (PAN AADCT5552G)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 16, Bonefield Lane, 2nd Floor, Room No. 85, P.O. G.P.O., P.S. Bowbazar, Kolkata-700 001,
14. **SYGNUS COMMERCIAL PRIVATE LIMITED (PAN AAOCS6406K)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at CE-80, Sector-I, Salt Lake City, P.O. and P.S. Bidhannagar, Kolkata-700 064
15. **SKIPPER DISTRIBUTERS PRIVATE LIMITED (PAN AAPCS9624J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 8, Loudon Street, Ground Floor, P.O. and P.S. Shakespere Sarani, Kolkata-700 017,
16. **SIGNATURE COMMOTRADE PRIVATE LIMITED (PAN AAOCS66117M)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 236B, A. J.C. Bose Road, P.O. A.J.C. Bose Road, P.S. Bhawanipur, Kolkata-700 020,
17. **SARAL VINIMAY PRIVATE LIMITED (PAN AAOCS6854P)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at C.L. 184, Salt Lake City, P.O. Salt Lake, P.S. Bidhannagar, Kolkata-700 091,
18. **PLAZMA COMMERCIAL PRIVATE LIMITED (PAN AAGCP0256J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 22A, Biplabi, PMB Sarani (Haranthpur Road), Bhadrakali, P.O. and P.S. Uttarpara, Hooghly- 712 232,
19. **NIMBUS COMMOMODEAL PRIVATE LIMITED (PAN AADCN3605P)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 44/1, Raimohan Banerjee Road, P.O. Alambazar, P.S. Baranagar, Kolkata-700 035,
20. **NARAYANI DEALTRADE PRIVATE LIMITED (PAN AADCN3233E)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,
21. **LORD APARTMENTS PRIVATE LIMITED (PAN AAA6L4507C)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 32, Dr. Sundari Mohan Avenue, P.O. Entally, P.S. Entally, Kolkata-700 014,

22. **KAVERI INFRA PROPERTIES PRIVATE LIMITED (PAN AAECK0956A)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 132/1, M. G. Road, P.O. and P.S. Burrabazar, Kolkata-700 007,
23. **KAVERI ABASAN PRIVATE LIMITED (PAN AAECK0688H)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 132/1, M. G. Road, P.S. Burrabazar, Kolkata-700 007,
24. **INTIMATE DEALCOM PRIVATE LIMITED (PAN AACCI5241E)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 167, Rabindra Sarani, P.O. and P.S. Burrabazar, Kolkata-700 007,
25. **EXPRESS DEALTRADE PRIVATE LIMITED (PAN AACCE4852H)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 68/3/3D, Bidhannagar Road, Ultadanga, P.O. and P.S. Bidhannagar, Kolkata-700 067,
26. **DIGVIJAY VINTRADE PRIVATE LIMITED (PAN AADCD4799D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,
27. **DEEPANJAN TIE UP PRIVATE LIMITED (PAN AADCD4926G)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,
28. **DAISY APARTMENTS PRIVATE LIMITED (PAN AAACD9473D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 4A, Narendra Chandra Dutta Sarani, 2nd Floor, Unit No. 205, P.O. Burrabazar, P.S. Posta, Kolkata-700 007,
29. **COMPASS SUPPLIERS PRIVATE LIMITED (PAN AAEC0298F)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 8, Lowdon Street, Ground Floor, P.O. and P.S. Shakespeare, Kolkata-700 017,
30. **COMBINED TRADECOMM PRIVATE LIMITED (PAN AAEC0319B)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,
31. **BROTEX TRADELINKS PRIVATE LIMITED (PAN AAECB2115Q)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 24, Netaji Subhas Road, 1st Floor, P.O. G.P.O. and P.S. Hare Street, Kolkata-700 001,
32. **BRIGHTSTAR COMMODEAL PRIVATE LIMITED (PAN AAECB2203R)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 62A/5, J. N. Mukherjee Road, Malipanchghara, P.O. and P.S. Malipanchghara, Howrah-711 106,
33. **BIOSTAR VANIJYA PRIVATE LIMITED (PAN AAECB1431D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,
34. **BIOSTAR SALES PRIVATE LIMITED (PAN AAECB2103L)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 144/A, Jamunalal Bajaj Street, P.O. and P.S. Burrabazar, Kolkata-700 007,
35. **ALPHA DISTRIBUTORS PRIVATE LIMITED (PAN AAICA5971F)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 8/1, Middleton Row, 3rd Floor, P.O. and P.S. Shakespeare Sarani, Kolkata-700 017,
36. **ALLWINE VINIMAY PRIVATE LIMITED (PAN AAICA5970E)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,
37. **ADARSH COMMODEAL PRIVATE LIMITED (PAN AAICA7421J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 13, Rowland Road, P.O. and P.S. Ballygunge, Kolkata-700 020,
38. **ABHINAV DISTRIBUTORS PRIVATE LIMITED (PAN AAICA7264R)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 4, Sooter Kin Street, 1st Floor, P.O. and P.S. New Market, Kolkata-700 072,
39. **ABHINAV COMMOTRADE PRIVATE LIMITED (PAN AAICA5972G)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 1/1, Camac Street, 3rd Floor, Suite No.7, P.O. and P.S. Park Street, Kolkata-700 016,
40. **IMAGINE DEALCOM PRIVATE LIMITED (PAN AACCI3341K)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5th Floor, P.O. and P.S. Park Street, Kolkata-700 016,

- all by their **Constituted Attorney, Arch Infra Properties Private Limited** appointed vide Power of Attorney dated 31st July 2015 registered with the ARA-III, Kolkata in Book IV Volume No.1903-2015 Pages 27099-27178 Being No.190304378 for the year 2015, Owners/Land Owners Nos.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 34 are represented by its common Director **Mr. Harish Kumar Giria** (PAN AIRPG3901B) son of Lalit Kumar Giria, by occupation business, residing at CD-35, Sector-1, Saltlake City, P.O. and P.S. Bidhannagar, Kolkata-700064 and Owners/Land Owners Nos. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39 & 40 are represented by its common Director **Mr. Rabindra Bachhawat** (PAN AEGPB1069N) son of Mr.Chain Rup Bachhawat, by occupation Business, residing at 20 Fort Lee 1, Flat No.404, Lee Road, P.O.L.R. Sarani, P.S.Bhowanipore, Kolkata 700020, hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office, nominees and assigns) of the **SECOND PART**

AND

M/s KIRTI INFRACON PRIVATE LIMITED (CIN U45208WB2009PTC138755),(PAN AADCK7838C) represented by Mr Ashok Kumar Jain (PAN ACSPJ1268R) (AADHAAR NO. 9699 2847 1289)son of Late Babulal Jain ,, by occupation Business , by faith Hindu, having its office at 33, Shakespeare Sarani Circus Avenue West bengal 700017, , hereinafter referred to as “the **ALLOTTEE**” of the **THIRD PART**:

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The **Land Owners and the Promoter are jointly** seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the Larger Premises described in **PART-I of the FIRST SCHEDULE**, absolutely and forever. Devolution of title of the Land Owners and the Promoter to the said Larger Premises is set out in the **SIXTH SCHEDULE**.

The **said Premises (as defined in Annexure "A")**, being the divided and demarcated **Northern** portion of the said Larger Premises containing a land area of **20.77 Cottahs** more or less, is earmarked for the purpose of building the Project (as hereinafter defined).

The **Residential Portion**, being the remaining divided and demarcated portion of the said Larger Premises containing a land area of **211.73 Cottahs** more or less is excluded from the purview and ambit of these presents and shall continue to be owned held and possessed by the Promoter and the Land Owners solely exclusively and absolutely with right to use enjoy and develop as the Promoter and the Land Owners may deem fit and proper in their absolute discretion, and the Allottee shall not have any claim ownership share right title interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same.

- C. By and in terms of the Development Agreement, the Land Owners irrevocably permitted and granted exclusive right to the Promoter to develop the said Larger Premises by constructing New Buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- F. The Bidhannagar Municipal Corporation has granted permission to construct vide approval dated 08.10.2015 bearing No.1341/14-15, which was renewed / revalidated on 07.10.2020 bearing No.BMC/BPN/RG/467/1341/14-15 R(13/13).
- G. The Promoter has obtained the final layout plan for the Project from Bidhannagar Municipal Corporation and other concerned authorities as mentioned in the Definition No. (xxiv) (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. (xxiv) (being the definition of Plan) hereinbelow;

By virtue of Rule 53A of the West Bengal Municipal (Building) Rules, the Larger Premises (i.e. both the said Premises and the Residential Portion) is entitled for additional FAR of 20% on account of “Metro Corridor” which is planned to be consumed by making changes in the configuration of the existing sanctioned Buildings at the Larger Premises (including by construction of additional floors), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary applications for matters connected to consumption of additional FAR and changes in the configuration as aforesaid shall be made to the concerned authorities shortly. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors.

- H. The Promoter had registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) with the West Bengal Housing Industry Regulatory Authority at Kolkata on 23.01.2019 under registration No. HIRA/P/NOR/2019/000342. The said West Bengal Housing Industry Regulation Act, 2017 was repealed by the Hon'ble Supreme Court on May 4, 2021. However the Hon'ble Supreme Court directed that the striking down of the said Act would not affect the registrations, sanctions, and permissions previously granted under the legislation prior to the date of this judgement.
- I. The Promoter intends to take necessary steps under The Real Estate (Regulation and Development) Act, 2016 (RERA), as and when the situation permits.
- J. The Allottee had applied for an **Office Space** in the Project dated 08.03.2022, for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

All That the Office Space bearing No. 502 containing a **Carpet Area** of 930 **Square Feet [Built-up Area** whereof being 973 **Square Feet** and **Chargeable Area** being 1411 **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the 5th **floor** of the Tower 8 at the said Premises described in the **First Schedule** and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”.

- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. 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;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-J above;
- O. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee have also seen and inspected the Development Agreement and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee is aware that by virtue of Rule 53A of the W.B. Municipal Building Rules, the Larger Premises (i.e. both the said Premises and the Residential Portion) is entitled for additional FAR of 20% on account of "Metro Corridor" which is planned / proposed to be consumed by making changes in the configuration of the existing sanctioned Buildings at the Larger Premises (including by construction of additional floors), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary applications for matters connected to consumption of additional FAR and changes in the configuration as aforesaid shall be made to the concerned authorities shortly. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors.

The Promoter and the Land Owners have negotiated to acquire a land parcel adjoining the said Residential Portion and/or the development rights in respect thereof, which may be included in the Project at the said Residential Portion or may be developed separately and facilities of this Project and/or the project at the Residential Portion may be shared with such adjoining property. Further, the unconsumed FAR available on the Larger Premises / said Premises may be consumed in such adjoining property, to which the Allottee shall not object to and hereby consents to the same.

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

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit as specified in para J;

1.2 The Total Price for the said Unit and Car Parking inclusive of all related taxes, extra charges and all deposit based on the area is **Rs. 1,31,57,571/=** only ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price
(i) Office Space No – 502 , Floor 5th ; Tower No – 08 _ Carpet Area - 930 ; Built-up Area - 972 ; Chargeable Area 1411 ; Along with the parking right to park 02 number of Medium Size motor Car at the parking at the Basement level of and between Tower 1 to Tower 8 and as be decided and earmarked by the developer	Rs. 1,31,57,571/=
Total Price:	Rs. 1,31,57,571/=

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said Unit;
- (ii) The Total Price above includes all related taxes, extra charges and all deposit (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the said Unit

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter

shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of said Unit includes (i) pro rata share in the Common Areas; and (ii) garage(s)/closed parking(s) as provided in the Agreement if any.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 The Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts which is included in the aforesaid unit price:

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Building in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
- ii) Pay to the Promoter charges for costs and installation of the Transformer and Generator Charges calculated @ Rs. 259/- only per square foot of total Carpet Area of the said Unit. Additionally, the Allottee shall also be liable for payment of GST on such amount;
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.
- iv) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs. 28220/- of Carpet Area of the said Unit, out of which Rs. 14110/= shall be paid by the Allottee to the said Advocates at or before the execution hereof and the balance Rs. 14110/ on or before the Deemed Date of Possession / Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable.
- v) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

Amount to be Deposited: The Allottee shall deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, to remain in deposit with the Promoter and/or the Maintenance In-charge and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- i) A sum of Rs. 21165/- only of the Area of the said Unit towards rates and taxes in respect of the said Unit;
- ii) A sum of Rs. 84660/- only of the Area of the said Unit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**);
- iii) A sum of Rs. 84660/- only of the Carpet Area of the said Units towards Sinking Fund;

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

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written (“**Payment Plan**”).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ N.A 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.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described in **Part-I of the Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the said Unit or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & O and Definition No. (xxiv)** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) 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 within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area within the same defined limit, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Unit;
- (ii) The Allottee shall also have undivided proportionate 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 alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, 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 proportionate title in the common areas of the Project to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Unit includes recovery of price of land (proportionate share), construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the said Unit along with 0(zero) closed parking rights (if any), as applicable, shall be treated as a single indivisible unit for all purposes. It is agreed that even though the said Project is an independent, self contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that some of the Project's facilities and amenities shall be made available only for use and enjoyment of the Allottees of the Project.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the said 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, 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 and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the said 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.** only (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft or online payment (as applicable) in favour of “**Arch Infra Properties Private Limited**” payable at **Kolkata**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2 The Promoter accepts no responsibility in this regard. 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 THE PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees (upon its registration) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of the construction by the Promoter as provided in Part-II of the Fifth Schedule ("Payment Plan"), hereunder written.

6. CONSTRUCTION OF THE PROJECT/UNIT

The Allottee has seen the specifications, of the said Unit and accepted the Payment Plan, floor plans, layout plans (annexed 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. 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 Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & O and Definition No. (xxiv)** (being the definition of Plan) of the **Annexure "A"** hereto.

7. POSSESSION OF THE UNIT

7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit on or before December, 2023, with an additional grace period of 06 (Six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Unit to the Allottee which shall be in bare shell condition. 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 within 30 days of receiving the completion certificate of the Project.

7.3 **Failure of Allottee to take Possession of said Unit** : Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said 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 maintenance charges as applicable and all other outgoings.

7.4 **Possession by the Allottee** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the Units to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, with applicable taxes paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 **Compensation**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (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 said Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. . Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over the possession of the said Unit.

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

The Land Owners and the Promoter hereby respectively represent and warrant to the Allottee as follows :

(i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

(ii) The 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 **Save** the said **Litigation**; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the

Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the said Unit **save** the said Litigation;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Units and common areas;
- (vi) The Land Owners and the Promoter have 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 Land Owners and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Land Owners and the Promoter confirm that the Land Owners and the Promoter are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit in bare shell condition to the Allottee and the common areas to the Association of the Allottees.
- (x) The said Premises 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 said Premises;
- (xi) The Promoter / Land Owners have 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 possession of the Unit is offered to the Allottee in terms hereof.
- (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.
- (xiii) That the said Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

- (i) Stop making further payments to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or.
- (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, along with interest at the rate specified in the Rules within forty five days of receiving the termination notice;

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

9.3 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 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 3 (Three) months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the said Unit in the meantime by the Promoter and amounts having been received by the Promoter from the new transferee thereof.

10. CONVEYANCE OF THE SAID UNIT

The Promoter on receipt of complete amount of the Price of the said Unit under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the occupancy certificate or the completion certificate, as the case may be.

However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the said Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the said Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies) All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Unit in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in the said Premises, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the said Unit for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable).

11. MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the said Unit.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

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 or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee hereby agrees to purchase the said 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.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parkings 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 said 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 Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said 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 said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/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 windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said 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 said Unit.

16.3 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 the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said 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 after the building plan has been approved by the competent authority (ies), except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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 said Unit/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

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 State of West Bengal. .

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and 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 Sub-Registrar as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

30. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

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

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of clause 7.2 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof (“Lock-in Period”) and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @ 2% of Total Sale Value of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) **The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;**
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee’s obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

34.1 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

34.2 Transfer of the said Unit after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

34.3 To be read with 7.2 that **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the said Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then.

34.3.1 To be read with 7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

34.3.2 To be read with 7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs 6/- (Rupees Six only) per Square Foot per month of the Chargeable / Super Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

34.3.3

35. OTHER PROVISIONS:

35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the said Larger Premises / Said Premises or other parts of the said Larger Premises / said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Larger Premises / Said Premises or the sale or transfer of the other Units in the said Larger Premises / Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter and/or the Land Owners are restrained from construction at the said Larger Premises / Said Premises and/or transferring and disposing of the other units in the said Larger Premises / Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Land Owners.

35.2. Save the said Unit, the Allottee shall have not nor shall claim any right whatsoever or howsoever over and in respect of the other Apartments / Units / Commercial Space / Units and spaces or store-rooms / servant

quarters or constructed areas or parking spaces at the said Premises or the Said Larger Premises or the Buildings thereat.

- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain apartments / units may have the exclusive open to sky Terrace / Gardens attached to their respective apartments / units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises / Larger Premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises / Larger Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Larger Premises / said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building / Tower or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Larger Premises / said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- The Promoter and the Land Owners have negotiated to acquire a land parcel adjoining the said Residential Portion and/or the development rights in respect thereof, which may be included in the Project at the said Residential Portion or may be developed separately and facilities of this Project and/or the project at the Residential Portion may be shared with such adjoining property. Further, the unconsumed FAR available on the Larger Premises / said Premises may be consumed in such adjoining property, to which the Allottee shall not object to and hereby consents to the same.
- 35.11 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises / Larger Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises / Larger Premises.
- 35.12 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises / Larger Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-

- operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building / Tower or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.14 The Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the Residential Portion, which is excluded from the purview and ambit of this agreement and the Allottee shall have no right title or interest therein **Provided That** in case any of the General Common Elements is situate in the Residential Portion, then the Allottee shall be entitled to avail of the facilities thereof in the same manner in which the owners and occupiers of Units in the Residential Portion shall be entitled to the facilities of the others of such General Common Elements.
- 35.15. The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.16 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.17 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said 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/s from such bank and/or financial institution.
- 35.18 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, alongwith the other allottees of the Project, also be bound and obliged, at its/their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting/transfer of the title/interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association/Maintenance Company as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions;
- 35.19 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.20 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof.
- 35.21 The Project at the said Premises shall bear the name "**STARWOOD**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.22 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE : (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature_____
- Name_____
- Address_____

2. Signature_____
- Name_____
- Address_____

Drafted by me

Advocate
High Court, Calcutta

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

**PART-I
(Larger Premises)**

Firstly All That the piece or parcel of land, containing an area of 203 Cottahs 11 Chittacks 14 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.140 recorded in R.S. Khatian No.90, L.R. Khatian Nos.1638, 1648, 1660, 1661, 1766, 1767, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2235, 2236, 1674, 1763, 2390, 2467 and 2473 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati (formerly Rajarhat), Kolkata – 700 157, in the District of North 24-Parganas;

And Secondly All That the piece or parcel of land, containing an area of 16 Cottahs 15 Chittacks 8 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.139 recorded in R.S. Khatian No.365, L.R. Khatian Nos.1875, 1876, 1877 and 1878 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati (formerly Rajarhat), Kolkata – 700 157, in the District of North 24-Parganas;

And Thirdly All That the piece or parcel of land, containing an area of 1 Cottahs 12 Chittacks 30 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.143 recorded in R.S. Khatian No.306, L.R. Khatian No.2469 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati (formerly Rajarhat), Kolkata – 700 157, in the District of North 24-Parganas;

And Fourthly All That the piece or parcel of land, containing an area of 6 Cottahs 7 Chittacks 30 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.144 recorded in R.S. Khatian No.180, L.R. Khatian Nos.2469, 1872 and 2192 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati (formerly Rajarhat), Kolkata – 700 157, in the District of North 24-Parganas;

And Fifthly All That the piece or parcel of land, containing an area of 3 Cottahs 9 Chittacks 38 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.534 recorded in R.S. Khatian No.53 in Mouza Teghoria, J.L.No.9, Chinar Park, P.O. Hatiara, Police Station – Baguiati (formerly Rajarhat), Kolkata – 700 157, in the District of North 24-Parganas;

- all aggregating to 232 Cottahs 8 Chittacks of land.

On Rajarhat Main Road under Zone-Joramandir-Atghara Crossing

**PART-II
(Residential Portion)**

All That a divided and demarcated portion of the said Larger Premises described in **Part-I of this Schedule** hereinbefore, on its **southern side** containing an area of **211.73 Cottahs** more or less, and delineated in the **First Plan** annexed hereto duly bordered thereon in “**Blue**” borders and butted and bounded in the manner following:-

ON THE NORTH:	by Biswa Bangla Sarani;
ON THE EAST:	by Common Passage ;
ON THE SOUTH:	by other Premises; and
ON THE WEST:	by Rajarhat Main Road

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART-III
(Commercial Portion)

All That a divided and demarcated portion of the said Larger Premises described in **Part-I of this Schedule** hereinbefore, on its **northern side** containing an area of **20.77 Cottahs** more or less, and delineated in the **Second Plan** annexed hereto duly bordered thereon in “**Yellow**” borders and butted and bounded in the manner following:-

ON THE NORTH:	by Biswa Bangla Sarani;
ON THE EAST:	by Common Passage ;
ON THE SOUTH:	By Tower-1 of the Project;
ON THE WEST:	By State Bank of India Building G+3;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(said UNIT)

All That the Office Space (which shall be in bare shell condition) **bearing No. 502** containing a **Carpet Area of Square Feet 930** [**Built-up Area** whereof being 973 **Square Feet** and **Chargeable Area** being 1411 **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the **5th floor** of the Tower 8 at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART – I
(Premises Common Elements - for Commercial Portion)

- a) Land comprised in the said Premises (i.e. the Commercial Portion)
- b) Lobbies, common passages, driveway and staircases of Tower No.8 and common paths in the said Premises.
- c) Decorated Common roof-top with seat out area.
- d) State of art fire fighting equipment
- e) 02 Nos. Automatic Lifts in Tower No.8 with ARD system (CONE or equivalent make)
- f) Common toilets in ground floor
- g) Lift pits, chute and machine rooms of the lifts comprised in Tower No.8.
- h) Wires and accessories for lighting of Common Areas of the Building.
- i) Lifts and lift machinery of the Tower No.8.

PART-II
(Specifications of construction)

Specification for Said Unit:

Bricks	<ul style="list-style-type: none"> • External Walls: 200/250 mm thick with cement mortar (1:6) using bricks. • Partition Walls: 125 mm thick with cement mortar (1:4) using bricks.
Plaster	<ul style="list-style-type: none"> • Wall Plaster: Outside surface 20 mm thick (1:6 cement mortar). • Inside Plaster: 12 mm thick (1:6 cement mortar). • Ceiling Plaster: 6 mm thick (1:4 cement mortar).
Flooring	<ul style="list-style-type: none"> • Office area to be bare shell. •
Sanitary	<ul style="list-style-type: none"> • Provision for outlet for WC/urinal and Wash Basin to be provided
Door and Windows	<ul style="list-style-type: none"> • Frame Wooden frame with solid flush door including fittings such as locks , hinges , handles etc. • All windows would have Anodised Aluminium Windows/curtain wall as per the design and specification of the Architect.
Electricals	<ul style="list-style-type: none"> • Main supply to be provided at one point near the entrance to the Said Unit.

	<ul style="list-style-type: none"> • Space for installation of ductable Split Air Conditioner.
Painting and Finishing	<ul style="list-style-type: none"> • Internal faces of the walls – Good quality plaster of paris.

Specification for Common Portions of Said Building and Said Property:

Bricks	<ul style="list-style-type: none"> • External Walls: 200/250 mm thick with cement mortar (1:6) using bricks /infill bricks. • Partition Walls: 125 mm thick with cement mortar (1:4) using bricks.
Plaster	<ul style="list-style-type: none"> • Wall Plaster: Outside surface 20 mm thick (1:6 cement mortar). • Inside Plaster: 12 mm thick (1:6 cement mortar). • Ceiling Plaster: 6 mm thick (1:4 cement mortar).
Staircase	<ul style="list-style-type: none"> • Furnished with good quality marble/kota stone/granite and stainless steel railing. • Fire check door in the staircase capable of holding back fire for 2 (two) hours.
Flooring	<ul style="list-style-type: none"> • Lobby at ground floor to be with Italian Marble/Granite as per decision and specification of the Architect. • Upper floor lobby to be of Vitrified tiles /Kota. • Vitrified Tile/ Kota Flooring in corridor as per the design and specification of the Architect.
Roof Treatment	<ul style="list-style-type: none"> • Waterproof treatment finished with screed concrete etc. with proper slope.
Water tanks	<ul style="list-style-type: none"> • RCC underground and over-head water tank.
Electricals	<ul style="list-style-type: none"> • Electrical mains of good quality copper wire.
Telephone	<ul style="list-style-type: none"> • Central distribution box at ground floor with a network of inbuilt telephone wiring to each unit.
Painting and Finishing	<ul style="list-style-type: none"> • Outside Face of External Walls: latest weather proof non-fading exterior paint permanent finish with perforated metal cladding. • Internal Face of Walls: Plaster of Paris/Putty over Plaster. • Stainless steel stair railings, MS gates painted with two coats of enamel paint over one coat of primer. • Aluminum window with glazing.
Sanitary (Common area)	<ul style="list-style-type: none"> • Good Quality WC/urinal and Wash Basin • Chromium Plated fittings.

PART – III
(General Common Elements)

- i) Standby generator for Common Areas & Installations;
- ii) (24X7) Generator power load to Units;
- iii) 24 Hrs filtered water supply from captive and deep tube wells;
- iv) In-house effluent treatment plant for disposal of all wastes generated within the Larger Premises ;
- v) Common drains, sewers and pipes.
- vi) Common water reservoirs, water tanks and water filtration plant ;
- vii) Pumps and motors ;
- viii) Passages / Driveways abutting the Commercial Portion on all three sides (i.e. the western, eastern and the southern sides).
- ix) Such other areas, installations, amenities and facilities as the Promoter may from time to time decide;

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.

3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the said Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the said Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the said Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Building and/or the said Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
- 12.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
PART-I

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

(i) (i) Office Space No – 502 , Floor 5 th ; Tower No – 08 _ Carpet Area - 930 ; Built-up Area - 972 ; Chargeable Area 1411 ; Along with the parking right to park 02 number of Medium Size motor Car at the parking at the Basement level of and between Tower 1 to Tower 8 and as be decided and earmarked by the developer	Rs. 1,31,57,571/=
Total Price:	Rs. 1,31,57,571/=

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of “**Arch Infra Properties Private Limited**” or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Initial Token Amount	Rs. 10,00,000/=
Booking Amount	10% of the Consideration (including Initial Token Amount) (Plus 50% of Legal fees)
On Agreement	10% of the Consideration (including Booking Amount)
On Completion Of Piling	10% of the Consideration
On Completion Of 1 st Floor Roof Casting	10% of the Consideration
On Completion Of 2 nd Floor Roof Casting	10% of the Consideration

On Completion Of 4 th Floor Roof Casting	10% of the Consideration
On Completion Of 6 th Floor Roof Casting	10% of the Consideration
On Completion Of 8 th Floor Roof Casting	10% of the Consideration
On Completion Of Internal Plastering Of The Said Unit	10% of the Consideration
On Possession of the said Unit	10% of the Consideration (plus Balance 50% of Legal fees)

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A. Under and by virtue of 66 several Deeds of Conveyance, the Owners and the Developer herein purchased and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners to **ALL THOSE** the various pieces or parcels of land containing an area of 232 Cottahs 8 Chittacks more or less situate lying at and comprised in various Dags, recorded in various Khatians in Mouzas Atghara and Teghoria, in Chinar Park, P.O. Hatiara, Kolkata – 700157 within Bidhannagar Municipal Corporation (formerly under Ward No.9 of Rajarhat Gopalpur Municipality), Police Station Baguiati (formerly Rajarhat), in the District of North 24-Parganas, details whereof are mentioned hereunder:

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
1	Vinita Saraf	Abhinav Commtrade Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No.I, CD Volume No.13, Page Nos.723 to 749, Being No.7606 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
2	Shweta Chhawchhar ia	Abhinav Distributors Pvt. Ltd.	03.09.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9498 to 9525 Being No.9277 for the year 2010	7 Chittacks 11 sq.ft. (Mouza Atghara, Dag No.140)
3	Ravi Khaitan	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14307 to 14329 Being No.12423 for the year 2011	1 Cottah 7 Chittacks 10 Sq.ft. (Mouza Atghara, Dag No.140)
4	Nandini Khaitan	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14102 to 14124 Being No.12409 for the year 2011	1 Cottah 7 Chittacks 10 Sq.ft. (Mouza Atghara, Dag No.140)
5	Yashvardhan Saraf	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13775 to 13796 Being No.12396 for the year 2011	14 Chittacks 38 Sq.ft. (Mouza Atghara, Dag No.140)
6	Estate of Radheshyam Saraf	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13968 to 13990 Being No.12400 for the year 2011	2 Chittacks 12 Sq.ft. (Mouza Atghara, Dag No.140)
7	Suman Agarwal	Adarsh Commodeal Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11 Page Nos.926 to 949 Being No.5208 for the year 2011	5 Cottahs 9 Chittacks 28 sq.ft. (Mouza Atghara, Dag No.140)
8	Premlata Mody @ Premlata Suryakant Mody	Amogh Vintrade Pvt. Ltd.	13.06.2011	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.7797 to 7821 Being No.6578 for the year 2011	5 Cottahs 11 Chittacks 13 sq.ft. (Mouza Atghara, Dag No.140)
9	Pradeep Khaitan	Alexy Vanijya Pvt. Ltd.	25.08.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.2069 to 2090 Being No.8985 for the year 2010	1 Cottah 2 Chittacks 29 sq.ft. (Mouza Atghara, Dag No.140)
10	Shashi Khaitan	Alexy Vanijya Pvt. Ltd.	3.9.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9474	14 Chittacks 40 Sq.ft. (Mouza

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
				to 9497 Being No.9276 for the year 2010	Atghara, Dag No.140)
11	Daffodil Projects Pvt. Ltd.	Allwine Vinimay Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.780 to 806 Being No.7608 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
12	Radhe Shyam Saraf (HUF)	Alpha Distributors Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.1039 to 1063 Being No.7617 for the year 2010	(1) 4 Cottahs 10 Chittacks 44 Sq.Ft. (Mouza Atghara, Dag No.140), (2) 12 Chittacks (Mouza Teghoria, Dag No.534)
13	Harshvardhan Saraf	Arch Infra Properties Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14037 to 14066 Being No.12406 for the year 2011	5 Cottahs 1 Chittacks 39 Sq.Ft. (Mouza Atghara, Dag No.140)
14	Suryarani Mody @ Suryarani Satyanarayan Mody	Atulya Tradecom Pvt. Ltd.	14.06.2011	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.8947 to 8971 Being No.6641 for the year 2011	2 Cottahs 1 Chittacks 26.5 Sq.Ft. (Mouza Atghara, Dag No.140)
15	Shashi Khaitan	Biostar Sales Pvt. Ltd.	3.09.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9526 to 9549 Being No.9278 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
16	Ravi Newatia	Biostar Vanijya Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.670 to 695 Being No.7604 for the year 2010	4 Cottahs 3 Chittacks 9 Sq.Ft. (Mouza Atghara, Dag No.140)
17	Sanjay Saraf (HUF)	Biostar Vanijya Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.945 to 969 Being No.7614 for the year 2010	8 Chittacks 14 Sq.Ft. (Mouza Atghara, Dag No.140)
18	Rahul Khaitan	Brightstar Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14125 to 14150 Being No.12410 for the year 2011	5 Cottahs 1 Chittack 42 Sq.Ft. (Mouza Atghara, Dag No.140)
19	Pradeep Khaitan	Brotex Tradelinks Pvt. Ltd.	25.08.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.2167 to 2188 Being No.8995 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
20	Santi Devi Gupta @ Santi Devi Jaiswal	Chitrakoot Marketing Pvt. Ltd.	6.8.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.11676 to 11697 Being No.8153 for the year 2010	(1) 1 Cottah 8 Chittacks 31 Sq.Ft. (Mouza Atghara, Dag No.140) and (2) 6 Chittacks 32 Sq.Ft. (Mouza Teghoria, Dag No.534)
21	Munia Devi Khaitan	Combined Tradecom Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.970 to 994 Being No.7615 for the year 2010	4 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
22	Sanjay Saraf (HUF)	Compass Suppliers Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.920 to 944 Being No.7613 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
23	Ms.Harshita Chhawchhar ia	Daisy Apartments Pvt. Ltd.	29.01.2009	ADSR Bidhannagar in Book No. I, CD Volume No.1, Page Nos.15545 to 15560 Being No.729 for the year 2009	4 Cottahs 21 Sq.Ft. (Mouza Atghara, Dag No.140)
24	Munia Devi Khaitan	Deepanjan Tieup Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.807 to 831 Being No.7609 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
25	Vinita Saraf	Digvijay Vintrade Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.696 to 722 Being No.7605 for the year 2010	4 Chittacks 35.5 Sq.Ft. (Mouza Atghara, Dag

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
					No.140)
26	Daffodil Projects Pvt. Ltd.	Digvijay Vintrade Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.869 to 895 Being No.7611 for the year 2011	13 Chittacks 33 Sq.Ft. (Mouza Atghara, Dag No.140)
27	Pramod Jain	Digvijay Vintrade Pvt. Ltd. & Narayani Deal Trade Pvt. Ltd.	2.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.12, Page Nos.2545 to 2568 Being No.6929 for the year 2010	6 Cottahs 2 Chittacks 12 Sq.Ft. (Mouza Atghara, Dag No.140)
28	Ms.Harshita Chhawchhar ia	Duke Apartments Pvt. Ltd.	13.05.2008	ADSR Bidhannagar in Book No. I, CD Volume No.6, Page Nos.7517 to 7531 Being No.6134 for the year 2008	2 Cottahs 13 Chittacks 22 Sq.Ft. (Mouza Atghara, Dag No.140)
29	Manoj Chhawchhar ia	Duke Apartments Pvt. Ltd.	7.04.2008	ADSR Bidhannagar in Book No. I, CD Volume No.5, Page Nos.473 to 487 Being No.4643 for the year 2008	4 Cottahs 4 Chittacks 34 Sq.Ft. (Mouza Atghara, Dag No.140)
30	Rajendra Newatia	Express Deal Trade Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.1040 to 1063 Being No.5213 for the year 2011	2 Chittacks 12 Sq.Ft. (Mouza Atghara, Dag No.140)
31	Ritesh Newatia	Express Deal Trade Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.950 to 974 Being No.5209 for the year 2011	2 Cottahs 5 Chittacks 26 Sq.Ft. (Mouza Atghara, Dag No.140)
32	Yashvardhan Saraf	Himachal Vintrade Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13846 to 13869 Being No.12401 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
33	Saroj Devi Newatia	Imagine Dealcom Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.896 to 919 Being No.7612 for the year 2010	5 Cottahs 12 Chittacks 01 Sq.Ft. (Mouza Atghara, Dag No.140)
34	Ravi Khaitan	Intimate Dealcom Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13991 to 14013 Being No.12404 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
35	Estate of Sita Devi Saraf	Kaveri Abasan Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14330 to 14349 Being No.12425 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
36	Estate of Radheshyam Saraf	Kaveri Infra Properties Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14233 to 14255 Being No.12418 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
37	Anju Chhawchhar ia	Lord Apartments Pvt. Ltd.	15.10.2008	ADSR Bidhannagar in Book No. I, CD Volume No.12, Page Nos.3227 to 3244 Being No.12573 for the year 2008	1 Cottahs 13 Chittacks (Mouza Atghara, Dag No.140)
38	Manoj Chhawchhar ia	Lord Apartments Pvt. Ltd.	15.10.2008	ADSR Bidhannagar in Book No. I, CD Volume No.12, Page Nos.3261 to 3276 Being No.12575 for the year 2008	4 Cottahs 13 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
39	Sanjay Saraf	Nimbus Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13647 to 13672 Being No.12385 for the year 2011	8 Chittacks 19 Sq.Ft. (Mouza Atghara, Dag No.140)
40	Estate of Sita Devi Saraf	Nimbus Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13799 to 13818 Being No.12397 for the year 2011	1 Cottahs 4 Chittacks 40 Sq.Ft. (Mouza Atghara, Dag No.140)
41	Nandini Khaitan	Plazma Commercial Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14014 to 14036 Being No.12405 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
42	Urmila Devi Chhawchhar ia	(1) Skipper Distributors Pvt. Ltd. and (2) Arch Infra Properties Pvt. Ltd.	22.07.2013	ADSR Rajarhat in Book No. I, CD Volume No.13, Page Nos.6248 to 6272 Being No.8947 for the year 2013	6 Cottahs(Skipper) and 2 Chittacks 12 Sq.Ft.(Arch) (Mouza Atghara, Dag No.140)
43	Arun Kumar Agarwal	Saral Vinimay Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.989 to 1015 Being No.5211 for the year 2011	(1) 5 Cottahs 11 Chittacks 39 Sq.Ft. (Mouza Atghara, Dag 140); (2) 2 Chittacks (Mouza Teghoria, Dag No.534)
44	Shweta Chhawchhar ia	Signature Commotrade Pvt. Ltd.	3.9.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9369 to 9396 Being No.9272 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
45	Draupadi Devi Chhawchhar ia	Snow White Enterprises Pvt. Ltd.	7.4.2008	ADSR Bidhannagar in Book No. I, CD Volume No.5, Page Nos.458 to 472 Being No.4642 for the year 2008	5 Cottahs 13 Chittacks 30 Sq.Ft. (Mouza Atghara, Dag No.140)
46	Anju Chhawchhar ia	Snow White Enterprises Pvt. Ltd.	19.06.2008	ADSR Bidhannagar in Book No. I, CD Volume No.8, Page Nos.685 to 701 Being No.7973 for the year 2008	1 Cottah 9 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
47	Rajendra Newatia	Sygnus Commercial Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.1016 to 1039 Being No.05212 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
48	Shanti Lal Jain	Tiptop Sales Pvt. Ltd.	25.08.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.3295 to 3318 Being No.08988 for the year 2010	5 Cottahs 13 Chittacks 38 Sq.Ft. (Mouza Atghara, Dag No.140)
49	Sanjay Saraf	Trident Vanijya Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14271 to 14296 Being No.12412 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
50	Binod Kumar Jain	Abhinav Distributors Pvt. Ltd.	11.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.12, Page Nos.12013 to 12028 Being No.7900 for the year 2014	1 Cottah 6 Chittacks 15 Sq.Ft. (Mouza Atghara, Dag No.140)
51	Rajnish Jain	(1) Express Deal Trade Pvt. Ltd. & (2) Chitrakoot Marketing Pvt. Ltd.	11.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.12 Page Nos.11612 to 11628 Being No.7901 for the year 2014	(1) 1 Cottah 2 Chittacks 32 Sq.Ft. (Express) & (2) 4 Cottahs (Chitrakoot)(Mouza Atghara, Dag No.140)
52	Manoharlal Jain	(1) Atulya Tradecom Pvt. Ltd., (2) Nimbus Commodeal Pvt. Ltd. and (3) Combined Tradecomm Pvt. Ltd.	16.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.13, Page Nos.1569 to 1589 Being No.8060 for the year 2014	(1) 3 Cottahs (Atulya), (2) 1 Cottah 12 Chittacks (Nimbus) and (3) 1 Cottah 6 Chittacks 12 Sq.Ft. (Combined) (Mouza Atghara, Dag No.140)
53	Arvind Jain	(1) Alpha Distributors Pvt. Ltd., (2) Alexy Vanijya Pvt. Ltd. and (3) Brightstar Commodeal Pvt.	22.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.13, Page Nos.5772 to 5792 Being No.8258 for the year 2014	(1) 9 Chittacks 14 Sq.Ft. (Alpha), (2) 3 Cottahs 12 Chittacks (Alexy) and (3) 13 Chittacks 34

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
		Ltd.			Sq.Ft. (Brightstar) (Mouza Atghara, Dag No.140)
54	(1) Mala Dutta (2) Sarmishtha Kolay, (3) Papia Ghosh and (4) Gopa Kundu	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	05.03.2010	ADSR Bidhannagar in Book No. I, CD Volume No.4, Page Nos.4963 to 4985 Being No.2255 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
55	Kalpana Das	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	21.12.2010	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.67 to 87, Being No.12688 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
56	Binapani Karmakar	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	28.05.2010	ADSR Bidhannagar in Book No. I, CD Volume No.9, Page Nos.3174 to 3194, Being No.5615 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
57	(1) Parul Dutta, (2) Swapna Bose and (3) Ratna Chandra	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	08.03.2010	ADSR Bidhannagar in Book No. I, Being No.2305 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
58	(1) Ajit Kumar Dutta, (2) Ganesh Chandra Dutta and (3) Kamal Krishna Dutta	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	19.05.2010	ADSR Bidhannagar in Book No. I, CD Volume No.8, Page Nos.8889 to 8908, Being No.5163 for the year 2010	8.40 Decimals (Mouza Atghara, Dag No.139)
59	Mallika Dutta	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	23.03.2010	ADSR Bidhannagar in Book No. I, CD Volume No.5, Page Nos.6063 to 6085, Being No.2962 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
60	Sandhya Das	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	18.05.2010	ADSR Bidhannagar in Book No. I, CD Volume No.8, Page Nos.7938 to 7958, Being No.5116 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
61	Naresh Chandra Saha	Narayani Dealtrade Pvt. Ltd.	07.04.2012	A.R.A. II, Kolkata in Book No. I, CD Volume No.19, Page Nos.5298 to 5318, Being No.4805 for the year 2012	2 Cottahs (Mouza Atghara, Dag No.144)
62	Harshavardhan Saraf	Nimbus Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14163 to 14191, Being No.12411 for the year 2011	2 Cottahs 5 Chittacks 6 Sq.Ft. (Mouza Teghoria, Dag No.534)
63	Ranjit Kumar	Surpati Sales Pvt. Ltd.	27.01.2010	ADSR Bidhannagar in Book No. I, CD Volume No.2, Page Nos.1804 to	2.80 Decimals (Mouza Atghara,

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
	Dutta			1822, Being No.00755 for the year 2010	Dag No.139)
64	Naresh Chandra Saha	Combined Tradecomm Pvt. Ltd.	07.04.2012	A.R.A.II, Kolkata in Book No. I, CD Volume No.19, Page Nos.5277 to 5297, Being No.4804 for the year 2012	2 Cottahs 7 Chittacks (Mouza Atghara, Dag No.144)
65	Sukumar Chakraborty	Combined Tradecomm Pvt. Ltd.	08.12.2011	ADSR Bidhannagar in Book No. I, CD Volume No.22, Page Nos.10626 to 10646, Being No.13759 for the year 2011	1 Cottah 12 Chittacks 30 Sq.Ft. (Mouza Atghara, Dag No.143)
66	Naresh Chandra Saha	Express Deal Trade Pvt. Ltd.	07.04.2012	A.R.A.II, Kolkata in Book No. I, CD Volume No.19, Page Nos.5319 to 5338, Being No.4806 for the year 2012	2 Cottahs (Mouza Atghara, Dag No.144)

B. That in the events aforesaid, the following companies became the full and absolute owners of the said Property in the following manner:

Sl. No.	Name of the Present Owner	Area Owned
1	Abhinav Commotrade Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
2	Abhinav Distributors Pvt. Ltd.	5 Cottahs 13 Chittacks 6 Sq.Ft. (Mouza Atghara, Dag No.140)
3	Adarsh Commodeal Pvt. Ltd.	5 Cottahs 9 Chittacks 28 Sq.Ft. (Mouza Atghara, Dag No.140)
4	Amogh Vintrade Pvt. Ltd.	5 Cottahs 11 Chittacks 13 Sq.Ft. (Mouza Atghara, Dag No.140)
5	Alexy Vanijya Pvt. Ltd.	5 Cottahs 13 Chittacks 24 Sq.Ft. (Mouza Atghara, Dag No.140)
6	Allwine Vinimay Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
7	Alpha Distributors Pvt. Ltd.	6 Cottahs 13 Sq.Ft. (out of which 5 Cottahs 4 Chittacks 13 Sq.Ft. in Mouza Atghara, Dag No.140 and 12 Chittacks in Mouza Teghoria, Dag No.534)
8	Arch Infra Properties Pvt. Ltd.	5 Cottahs 4 Chittacks 6 Sq.Ft. (Mouza Atghara, Dag No.140)
9	Atulya Tradecom Pvt. Ltd.	5 Cottahs 1 Chittacks 26.5 Sq.Ft. (Mouza Atghara, Dag No.140)
10	Biostar Sales Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
11	Biostar Vanijya Pvt. Ltd.	4 Cottahs 11 Chittacks 23 Sq.Ft. (Mouza Atghara, Dag No.140)
12	Brightstar Commodeal Pvt. Ltd.	5 Cottahs 15 Chittacks 31 Sq.Ft. (Mouza Atghara, Dag No.140)
13	Brotex Tradelinks Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
14	Chitrakoot Marketing Pvt. Ltd.	5 Cottahs 15 Chittacks 18 Sq.Ft. (out of which 5 Cottahs 8 Chittacks 31 Sq.Ft. in Mouza Atghara, Dag No.140 and 6 Chittacks 32 Sq.Ft. in Mouza Teghoria, Dag No.534)
15	Combined Tradecomm Pvt. Ltd.	5 Cottahs 14 Chittacks 24 Sq.Ft. (Mouza Atghara, Dag Nos.140, 143 and 144)
16	Compass Suppliers Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
17	Daisy Apartments Pvt. Ltd.	4 Cottahs 21 Sq.Ft. (Mouza Atghara, Dag No.140)
18	Deepanjan Tieup Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
19	Digvijay Vintrade Pvt. Ltd.	4 Cottahs 3 Chittacks 29.5 Sq.Ft. (Mouza Atghara, Dag No.140)
20	Duke Apartments Pvt. Ltd.	7 Cottahs 2 Chittacks 11 Sq.Ft. (Mouza Atghara, Dag No.140)
21	Express Deal Trade Pvt. Ltd.	5 Cottahs 10 Chittacks 25 Sq.Ft. (Mouza Atghara, Dag Nos.140 and 144)
22	Himachal Vintrade Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
23	Imagine Dealcom Pvt. Ltd.	5 Cottahs 12 Chittacks 1 Sq.Ft. (Mouza Atghara, Dag No.140)
24	Intimate Dealcom Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
25	Kaveri Abasan Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
26	Kaveri Infra Properties Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)

27	Lord Apartments Pvt. Ltd.	6 Cottahs 10 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
28	Nimbus Commodeal Pvt. Ltd.	5 Cottahs 14 Chittacks 20 Sq.Ft. (out of which 3 Cottahs 9 Chittacks 14 Sq.Ft. in Mouza Atghara, Dag No.140 and 2 Cottahs 5 Chittacks 6 Sq.Ft. in Mouza Teghoria, Dag No.534)
29	Plazma Commercial Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
30	Skipper Distributors Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
31	Saral Vinimay Pvt. Ltd.	5 Cottahs 13 Chittacks 39 Sq.Ft. (out of which 5 Cottahs 11 Chittacks 39 Sq.Ft. in Mouza Atghara, Dag No.140 and 2 Chittacks in Mouza Teghoria, Dag No.534)
32	Signature Commotrade Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
33	Snow White Enterprises Pvt. Ltd.	7 Cottahs 7 Chittacks 12 Sq.Ft. (Mouza Atghara, Dag No.140)
34	Sygnus Commercial Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
35	Tiptop Sales Pvt. Ltd.	5 Cottahs 13 Chittacks 38 Sq.Ft. (Mouza Atghara, Dag No.140)
36	Trident Vanijya Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
37	Narayani Deal Trade Pvt. Ltd.	5 Cottahs 1 Chittacks 6 Sq.Ft. (out of which 3 Cottahs 1 Chittacks 6 Sq.Ft. in Dag No.140 and 2 Cottahs in Dag No.144)
38	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	25.2 Decimal
39	Surpati Sales Pvt. Ltd.	2.80 Decimal

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Pending Litigation)**

There is a pending litigation in connection with the said property being T.S. No.496 of 2015 (Ms. Anita Dey & Shyamal Kumar Dey -VS- Arch Infra Properties Pvt. Ltd.). In the said suit, an application for injunction was also filed by the plaintiffs which was rejected vide order dated 21.07.2016. Challenging the said order, the plaintiff filed a Misc. Appeal being no. 115 of 2016. In the said appeal the Learned Court passed an order restraining the respondent from raising any construction on "B" Schedule property, however, it was clarified that the respondents were free to raise construction on other property.

The plaintiff / appellant in the said suit filed a Writ petition being W.P.A. 11918 of 2021 before the Hon'ble High Court at Calcutta. In the said writ petition the Hon'ble High Court vide order dated 29.07.2021 directed the Officer-in-Charge, local police station to depute appropriate police personnel at the locale. As per the direction of the Hon'ble Court, the police authority filed their report thereby specifically clarifying that during physical verification no pond, park or play ground could be traced out and there was no demarcation of "B" Schedule property over the entire property. The said police report was placed on the record before the Hon'ble High Court and the Hon'ble Court considering the said report disposed of the writ petition vide order dated 9.8.2021

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016). .
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016. .
- iii) **LARGER PREMISES** shall mean **All That** the piece or parcel of land, containing an area of 232 Cottahs 8 Chittacks more or less situate lying at and comprised in various Dags, recorded in various Khatians in Mouzas Atghara and Teghoria, in Chinara Park, P.O. Hatiara, Kolkata – 700157 within Bidhannagar Municipal Corporation (formerly in Ward No.9 of Rajarhat Gopalpur Municipality), Police Station Baguiati (formerly Rajarhat), in the District of North 24-Parganas, more fully and particularly mentioned and described in **PART-I** of the **FIRST SCHEDULE**.
- iiib) **RESIDENTIAL PORTION** shall mean a divided and demarcated portion of the said Larger Premises on its **Southern side** containing an area of **211.73 Cottahs** more or less, more fully and particularly mentioned and described in **PART-II** of the **FIRST SCHEDULE**, whereat **New Residential Building/s** are being constructed by the Promoter.
- iiic) **COMMERCIAL PORTION / SAID PREMISES** shall mean a divided and demarcated portion of the said Larger Premises on its **northern side** containing an area of **20.77 Cottahs** more or less, more fully and particularly mentioned and described in **PART-III** of the **FIRST SCHEDULE**, whereat a **New Commercial Building** is proposed to be constructed by the Promoter. **It is expressly agreed understood and clarified that the Allottee shall have no connection with the Residential Portion or the development thereof in any manner whatsoever.**
- iv) **PROJECT / BUILDING AND/OR NEW BUILDING** shall mean the New Building proposed to be constructed by the Promoter at the said Premises (**i.e. the Commercial Portion**) containing several independent and self contained units / commercial / semi-commercial / retail areas / spaces, offices / showrooms, parking spaces and other constructed areas and other saleable spaces.
- v) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase from the Promoter and taken possession of any Unit in the Said Premises.
- vi) **PREMISES COMMON ELEMENTS** shall mean the common areas installations and facilities in and for the said Premises (i.e. excluding the Residential Portion) mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees (being the Allottees of the Commercial Portion), to the exclusion of the owners and occupiers of Units in the Residential Portion.

It is clarified that the Premises Common Elements shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit or Apartments / Unit, exclusive greens / gardens attached to any particular Apartment / Unit or Apartments / Units and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the Premises Common Elements and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.
- vii) **GENERAL COMMON ELEMENTS** shall mean and include those common areas installations and facilities in and for the Larger Premises (including for the Residential Portion) mentioned and specified in **PART-III** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the owners and occupiers of Units in both the Residential Portion and Commercial Portion.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean and include both the Premises Common Elements and the General Common Elements.
- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises (including to the owners and occupiers of Units in the Residential Portion to the extent of the General Common Elements) and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees (as also by the owners and occupiers of Units in the Residential Portion to the extent of the General Common Elements).
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders in the Said Larger Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- xi) **UNITS** shall mean the independent and self-contained self-contained apartments and/or units and/or **Commercial Spaces / Offices / Showrooms / Retail / Semi-Commercial Spaces** and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises and wherever the context so permits or intends shall include the servant's quarter / store room and/or Parking Right/s and/or exclusive right to use of roof/s and/or terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Apartments / Units.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building / Tower at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Apartment / Unit and the area of the balconies / verandahs / terraces therein and/or attached thereto and shall include the thickness of the external walls and the columns and pillars **PROVIDED THAT** if any wall or column be common between two Apartments / Unit, then one half of the area under such wall or column or pillar shall be included in the area of each such Apartment / Unit.
- xv) **CHARGEABLE AREA / SUPER BUILT-UP AREA** according to the context and in relation to a particular Apartment / Unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion, **it being clarified that** in case any Open Terrace be attached to any unit, then one-half of the area of such Open Terrace shall be taken into consideration for arriving at the Chargeable Area of such unit.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:
 The proportionate share of the Allottee in the General Common Elements and the Premises Common Elements shall be as follows:
 (a) **In the Premises Common Elements:** Proportionate share of the Allottee shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises (i.e. Commercial Portion).
 (b) **In the General Common Elements:** Proportionate share of the Allottee shall be the proportion in which the Carpet Area of the said Unit may bear to the aggregate of (i) the Carpet Area of all the Units in the Residential Portion; and (ii) the Carpet Area comprised in all the Units in the Commercial Portion;
- PROVIDED THAT** where it refers to the share of the Allottee or any 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 (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);
- xvii) **SAID APARTMENT / UNIT** shall mean the **Office Space 502** on the 5TH floor of the **Tower 08** of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written (in bare shell condition) with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE and wherever the context so permits** shall include the attached balconies, verandahs, servant's quarters / store rooms if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xviii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 31st July 2015 entered into between the Land Owners and the Promoter and registered in the office of ARA-II, Kolkata in Book I Being No.190208355 for the year 2015;
- xix) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion. It is clarified that as of present, the Promoter intends to form Two Maintenance Companies / Associations, one each for the Residential Portion and the Commercial Portion, and the Maintenance Company / Association will be in-charge of the General Common Elements, with obligation to provide facilities thereof to the Residential Portion subject to the owners and occupiers of the Residential Portion making payment of proportionate expenses therefor.
- xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxi) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 7.2 hereinafter or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxii) **ARCHITECTS** shall mean Raj Agarwal & Associates of 8B, Royd Street, Kolkata – 700 016 or such other Architects as may be appointed by the Promoter from time to time for the Building;
- xxiii) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 4th Floor, Kolkata appointed for the said Project at the said Larger Premises;
- xxiv) **PLAN** shall mean the plan for the time being sanctioned by the Bidhannagar Municipal Corporation vide Building Permit No.1341/14/15 dated 08/10/15 which was renewed / revalidated on 07.10.2020 bearing No.BMC/BPN/RG/467/1341/14-15/R/(13/13) for construction of the Buildings at the said Larger Premises. Plan shall also include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents.
- By virtue of Rule 53A of the West Bengal Municipal Building Rules, the Larger Premises (i.e. both the said Premises and the Residential Portion) is entitled for additional FAR of 20% on account of “Metro Corridor” which is planned to be consumed by making changes in the configuration of the existing sanctioned Buildings at the Larger Premises (including by construction of additional floors), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary applications for matters connected to consumption of additional FAR and changes in the configuration as aforesaid shall be made to the concerned authorities shortly. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors.
- (xxv) **PENDING LITIGATION** shall mean the legal proceedings referred to in the **Seventh Schedule** and shall include any proceeding arising therefrom or filed in amendment or substitution thereof. The Land Owners / Promoter shall have rights to conduct the Pending Litigation in such manner as the Land Owners / Promoter may deem fit and proper without any restriction, interference or obstruction by the Allottee.
- xxvi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxviii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case or emergencies / exigencies, not such notice shall be required to be given;
 - (d) to use the said Unit only for lawful commercial purposes for which the same is sanctioned and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter and/or the Land Owners to use or permit to be used any other commercial space / unit in the building for residential or other purposes;
 - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
 - (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
 - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.
 - (k) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
 - (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
 - (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
 - (n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
 - (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
 - (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
 - (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
 - (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / commercial spaces to any other owner of Apartment/ Units in the Building and none else.
 - (s) In case any Open Terrace be attached to any Apartment/ Units, then the same shall be a right appurtenant to such Apartment/ Units and the right of use and enjoyment thereof shall always travel with such Apartment/ Units and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment/ Units owned by such Allottee in the said building);

- ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (t) In the event any Allottee has been allotted any right of parking motor car or other vehicle within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owner and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners with regard thereto.
- (u) In the event any Allottee has been allotted any store / servant's quarter, whether jointly with the Apartment/ Units or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store / servant's quarter only for the purpose of storage or residence of his servant and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store / servant's quarter or allow or permit any one to use such store / servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store / servant's quarter, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store / servant's quarters.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store / servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Bidhannagar Municipal Corporation, West Bengal Housing Infrastructure Development Corporation Limited (HIDCO), Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by

them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Bidhannagar Municipal Corporation.
- (cc) not to fix or install air conditioners in their respective Apartments/Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 200/- only per sq. ft., of the Carpet area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments/ Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments/ Units.
- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs . 500/- only per sq. ft. of the Carpet area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus_% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 500/- only per sq. ft., of the Carpet area of the concerned Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 100% (Hundred Percent) of such actual costs, charges and expenses, for restoring such damage.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings:-
 - i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Bidhannagar Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Bidhannagar Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises or pay the same to Promoter / Land Owners, as be intimated by the Promoter from time to time;
 - ii) All other taxes land revenue impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises / Larger Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises / said Larger Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs10/- only per square foot per month of the Carpet Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. In addition, the Allottee shall also pay maintenance charges for General Common Elements as elsewhere dealt with herein.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).
 - (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.
 - (hh) not to install any antenna, disc, aerial etc., in their respective Apartments / Units or in any window or balcony thereof and to avail of the cable TV connection only from the service provider with whom the Promoter may finalise for the entire Building.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
 4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees, clients, customers, patrons etc., and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building.
 - 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.
 5. In as much as the owners and occupiers of Units in the Commercial Portion shall be using and availing of the facilities of the General Common Elements, the allottees thereof (including the Allottee herein) shall pay to the maintenance charges calculated at the rate 75% of the consolidated maintenance charges that shall be payable by the owners and occupiers of Units in the Residential Area. (e.g. in case the owners and occupiers of Units in the Residential Portion pay Rs.3.5/- per Square Foot per month of the area comprised in their respective units for both the Premises Common Elements and the General Common Elements, then the owners and occupiers of Units in the Commercial Portion shall pay Rs.2.65/- per Square Foot per month of the area comprised in their respective units for the General Common Elements only) and such maintenance charges shall be subject to revision in the same manner as the maintenance charges applicable to the owners and occupiers of Units in the Residential Portion.
 - 5.1 The Promoter shall obtain covenant from the allottees of the Residential Portion that they shall not object to or hinder the owners and occupiers of Units in the Commercial Portion in availing and/or being provided the facilities of the General Common Elements in common with the owners and occupiers of Units in the Residential Portion, notwithstanding that all or any of such General Common Elements may be situate in the Residential Portion, subject however to the owners and occupiers of Units in the Commercial Portion making payment of the maintenance charges to the extent as aforesaid.

