

## **DRAFT AGREEMENT FOR COMMERCIAL UNIT OF MAYFAIR MAJESTIC**

This Agreement for Sale ("**Agreement**") executed on this day of 2023

### **By and Between**

**M/S KRM DEVELOPERS**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at C/O Sandeep G Real Estate, 2<sup>nd</sup> Floor, G – 0214, Office Block, City Centre, Matigara- 734010, (PAN – AAFPK0295G), represented by its authorized Partner Sri Sandeep Goyal (Aadhar no. 681921713117) (PAN – ADCPG1754E), S/O Sri Shree Bhagwan Goyal aged about 44 years Indian by nationality, Hindu by religion, business by occupation, Address: Ananda Bhawan, Seth Srilal Market, P.O. and P.S. Siliguri, District Darjeeling, West Bengal, PIN – 734001, presently residing at Flat No. 11/A, Block 4, Lumina Apartment, Uttorayan, Matigara, Siliguri, District Darjeeling, West Bengal, PIN – 734010, authorized vide Letter of Authorization dated 12.04.2023 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the "**FIRST PART / DEVELOPER / PROMOTER / PART LAND OWNER**"

**AND**

**Dr. KRISHNA AGARWAL (PAN- ACMPA4047M) (AADHAR NO. 2557 9481 5748)** Wife Of Dr. Rajendra Kumar Agarwal, Hindu by religion, Indian by Citizenship. Doctor by Profession, resident of C/O Sunrise Nursing Home, Ashram Para, P.O & P.S – Siliguri, District – Darjeeling, West Bengal, PIN-734001 **represented by SRI SANDEEP GOYAL** (Aadhar no. 681921713117) (PAN – ADCPG1754E), S/O Sri Shree Bhagwan Goyal aged about 44 years Indian by nationality, Hindu by religion, business by occupation, Address: Ananda Bhawan, Seth Srilal Market, P.O. and P.S. Siliguri, District Darjeeling, West Bengal, PIN – 734001, presently residing at Flat No. 11/B, Block 4, Lumina Apartment, Uttorayan, Matigara, Siliguri, District Darjeeling,

West Bengal, PIN – 734010, who is the true and **LAWFUL ATTORNEY, in fact and at law, for and on behalf of our said Firm, M/S KRM DEVELOPERS, by virtue of General Power of Attorney executed by Dr. Krishna Agarwal in favour of Sri Sandeep Goyal** registered in the office of the Additional District Sub Registrar, Bhaktinagar, Dist. – Jalpaiguri, duly registered in Book – 1, Volume Number 0711 – 2023, page from 58161 to 58181 dated 17.04.2023 ----- hereinafter referred to as the LAND OWNER and/or OWNERS represented (which term includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **“SECOND PART /PART LAND OWNER”**

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of

\_\_\_\_\_, aged about \_\_\_\_\_, residing at

\_\_\_\_\_, (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

----(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **“THIRD PART / ALLOTTEE”**

The Promoter, the Land Owner and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### **INTERPRETATIONS/DEFINITIONS:**

**I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-**

1. **“ACT”** means Real Estate (Regulation & Development) Act, 2016

2. **“ALLOTTEE(S)”** means and includes:
- i) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
  - ii) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
  - iii) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s); and
  - iv) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners.
  - v) An allottee(s) shall mean and include the purchaser of a unit of both the Residential and Commercial Segment
3. **“APARTMENT” / “UNIT”** shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry and exit and includes a flat, commercial space and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project (Schedule A).
4. **“APPLICABLE LAWS”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of West and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in West Bengal, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project
5. **“ARCHITECT”** shall mean Mass And Void Architect, Interior & Landscape Consulting, Kolkata and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project
6. **“AUTHORITY”** shall mean the West Bengal Real Estate Regulatory Authority at Kolkata

7. **“BUILDING PLANS”** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land which has been duly approved the Competent Authority including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws
8. **“BUILDING / BLOCK”** shall mean Block No. 1 also named as Block “QUEEN” and Block 2 also named as Block “KING” and collectively called as Buildings / Blocks.
9. **“CARPET AREA”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
10. **“COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL SEGMENT”** shall mean those common areas, amenities and facilities which are reserved for apartments in Residential Segment in the Said Project and as detailed in Part I of Schedule E
11. **“COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR COMMERCIAL SEGMENT”** shall mean those common areas, amenities and facilities which are reserved for commercial apartment in Commercial Segment in the Said Project and as detailed in Part II of Schedule E
12. **“COMMON AREAS, AMENITIES AND FACILITIES OF THE SAID PROJECT”** shall mean those common areas, amenities and facilities which forms part of the Said Project and is common for both the Residential & Commercial Segment as detailed in Part III of Schedule E
13. **“DELAY PAYMENT CHARGES”** means the charges plus applicable taxes payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. agreed to be paid under this Agreement, at the rate of State Bank of India highest marginal cost of lending Rate plus 2 (two) percent or such other rate as may be applicable from time to time as per the Act and Rules made thereunder.

14. **“EARNEST MONEY” / “APPLICATION AMOUNT” / “BOOKING AMOUNT”** shall mean 10% of the Total Price of the Unit.
15. **“INTEREST RATE”** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
16. **“REGULATION”** means regulations made under the Act.
17. **“RULES”** mean the West Bengal Real Estate (Regulation and Development) Rules, 2021.
18. **“SAID PROJECT”** shall mean the project being developed on the scheduled land and named as “MAYFAIR MAJESTIC”.
19. **“SCHEDULE”** means the Schedule attached to this Agreement
20. **“SCHEDULE LAND”** shall mean land admeasuring 4013.37 sqm being part and parcel of the Entire Land on which the said project “MAYFAIR MAJESTIC” is being developed morefully described in Part II of Schedule A
21. **“SECTION”** means the section of the Act
22. **“SUPER BUILTUP AREA”** shall mean the carpet area along with the common proportionate area of stair cases, lifts, lobby, landings, passages including thickness of the internal and external walls and columns, balconies and 20% lump sum super built-up area for other common areas.
23. **“OWNERS ASSOCIATION”** shall mean “an association to be formed by the owners of the units/Apartments in the Said Project as per Clause (e) of Sub-Section (4) of Section 11 of the Act

WHEREAS:

- A. The **PROMOTER / PART LAND OWNER** is the absolute and lawful owner of all that piece and parcel of land totally admeasuring 40 kathas or 2675.58 square meters appertaining and forming part of R.S Plot No 312(part), corresponding to LR Plot No. 185(part), recorded in R.S Khatian No. 602/2, L.R Khatian No. 449 under Mouza-Dabgram J.L. No.02, Sheet No. 09. P.S. Bhaktinagar, District Jalpaiguri, in state of West Bengal, under Gram Panchayat Area ("SaidLand") vide Deed of Sale No. 1-2522 dated 10.04.2018 registered in the office of A.D.S.R. Bhaktinagar, District- Jalpaiguri, West Bengal registered in Book No I Volume No. 0711-2018, Pages from 62575 to 62598 bearing being No 071102522 of the year 2018 & Deed Of Sale No. I-

6717/18 dated 10.09.2018 registered in the office of A.D.S.R. Bhaktinagar, District- Jalpaiguri, West Bengal registered in Book No I Volume No. 0711-2018, Pages from 159989 to 160014 bearing being No 071106717 of the year 2018

**AND**

**DR. KRISHNA AGARWAL** ("PART LAND OWNER") is the absolute and lawful owner of all that piece or parcel of 1/3<sup>rd</sup> share of the total land measuring 60 cotthas that is 20 Kathas or totally measuring 1337.79 square meters appertaining and forming part of R.S Plot No 312(part), corresponding to LR Plot No. 185(part), recorded in R.S Khatian No. 602/2, L.R Khatian No. 372 and 450 under Mouza- Dabgram J.L. No.02, Sheet No. 09. P.S. Bhaktinagar, District Jalpaiguri, in state of West Bengal, under Gram Panchayat Area ("Said Land") vide Deed Of Conveyance No. I - 2704 dated 25.07.2005 registered at the office of the A.D.S.R. Rajganj, Dist- Jalpaiguri in Book No 1 Volume No. 39 pages 115 to 122 bearing being No 2704 of the year 2005.

**AND WHEREAS** by an Affidavit for amalgamation of land dated 24.03.2022 sworn before the Executive Magistrate, Siliguri, the said Promoter and the said Part Land Owner amalgamated their respective above said lands for the purpose of constructing multi storied buildings thereon into one single plot.

**AND WHEREAS** the Owner and the Promoter have entered into a development/joint development agreement vide Development Agreement document No. 1496/2023 dated 02.03.2023 registered at the office A.D.S.R. Bhaktinagar, District- Jalpaiguri, West Bengal registered in Book No I Volume No. 0711-2023, Pages from 36345 to 36378 bearing being No 071101496 of the year 2023.

**AND WHEREAS** the said Part Land Owner executed a (Development) General Power of Attorney in favour of Sri Sandeep Goyal, a partner in firm of the Promoter, registered in the office of the Additional District Sub Registrar, Bhaktinagar, Dist. – Jalpaiguri, duly registered in Book – 1, Volume Number 0711 – 2023, page from 58161 to 58181 dated 17.04.2023

- B. The Said Land is earmarked for the purpose of building a Residential cum Commercial Project, comprising **2(two)** multistoried apartment buildings and the said project shall be known as '**MAYFAIR MAJESTIC**'. The building blocks shall be known as Block 1 also named as Block "Queen" and Block 2 also named as Block "King".
- C. The said Residential-cum-Commercial Housing Complex along with Utilities shall comprise of exclusive Residential and Commercial segments. The Residential Segment shall consist of 70 flats/units, 70 (seventy) servant quarters out of which 7(seven) nos. is situated on the Ground Floor and 63 (sixty three) nos. spread across all the remaining 7 (seven) floors of both the building blocks along with car parking areas situated in the ground floor and the basement level in a single Building comprising of two Towers/Blocks which are to be known as **Block 1** also named as Block "Queen" and **Block 2** also named as Block "King". The Commercial Segment shall comprise of Commercial Block having 9 (nine) no of shops/ office space/shopping mall located in the Ground Floor of the front side of Block 2 also named as Block "King" within the said Project.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The **Jalpaiguri Zilla Parishad** has granted the commencement certificate to develop the Project vide approval dated **14.10.2022** bearing no. **HK8014I28**;
- F. The Promoter has obtained the final layout plan approvals for the Project from **Raiganj Panchayat Samiti / Jalpaiguri Zilla Parishad**. 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;
- G. The Promoter is in the process of constructing and developing Said Project on the Schedule Land more fully described in Part II of Schedule A and forming part of the Scheduled Land.
- H. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Said Project and are divided into 3 categories, namely:



- i. Common Areas, Amenities and Facilities reserved for Residential Segment as detailed in Part I of Schedule E which will be used and enjoyed by the residents of the Residential Segment only; and
- ii. Common Areas, Amenities and Facilities reserved for Commercial Segment as listed in Part II of Schedule E which will be used and enjoyed by the users of the Commercial Segment only.
- iii. Common Areas, Amenities, and Facilities for the Said Project as detailed in Part III of Schedule E which will be shared jointly and shall be common for the allottees of both the Residential & Commercial Segment;

These common areas, facilities and amenities will be developed in the block in which they locate. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further understood and agreed by the Allottee(s) that the common areas, amenities and facilities would be developed block wise of which such common area/facility/amenity is a part.

- I. The Promoter further represents and the Allottee(s) is aware that the Common Areas, Amenities and Facilities reserved for Residential Segment and as detailed in Part I of Schedule E are reserved for the allottees/occupants/residents of Residential Segment only to the complete exclusion of the allottees/occupants of the Commercial Segment and the Common Areas, Amenities and Facilities Reserved for Commercial Segment as detailed in Part II of Schedule E are reserved for allottees/occupants of the Commercial Segment to the complete exclusion of the allottees/occupants/residents of Residential Segment.
- J. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that the allottees of the Residential & Commercial Segment of the Said Project shall have equal right in the Common Areas, Amenities and Facilities of the Said Project as detailed in Part III of Schedule E. Accordingly, upon occupation of the Said Project, Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule E shall be for both the Commercial & Residential Segment in the Said Project and all the allottees of the Residential Segment and Commercial Segment in the Said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule E which are in common.

- K. Specifications of material used/to be used in construction of the Said Project have been specifically provided in Schedule-D attached hereto.
- L. The Allottee(s) applied for an Unit in the Said Project and had paid the earnest money / application amount / booking amount as mentioned in Part I of Schedule C, the receipt whereof is duly accepted by the Promoter. Consequently, vide an allotment letter, the Allottee has been allotted the Unit as more particularly described in Schedule A, (hereinafter referred to as the “Unit”) and pro rata share in the Common Areas, Amenities and Facilities of the Said Project reserved for both the Residential & Commercial Segment and Common Areas, Amenities and Facilities reserved for Commercial Segment (except Common Areas, Amenities, and Facilities Reserved the Residential Segment) in the Said Project A as permissible under the Applicable Law.
- M. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_no. \_\_ on \_\_ under registration
- N. The Allottee had applied for a Commercial Space / Shop Unit in the Project and has been allotted **Commercial Unit no. \_\_** having **Carpet Area** of \_\_ square feet (Super Built up area of \_\_ square feet) **on the Ground** floor on the front road side in **Block no.2** also known as **“KING”** Block, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Commercial Unit" more particularly described in Schedule A); As regards to the super built up area mentioned above of the said unit/s and calculation thereof, the Promoter and the Allottee(s) has mutually agreed to the same and the Allottee(s) hereby undertakes that he/she/it shall never ever dispute the same
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- P. 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;
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faith fully 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;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed up

on by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Commercial Unit as specified in paragraph N;

**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:**

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 Commercial Unit as specified in paragraph N;

The Total Price for Commercial Unit based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("Total Price")

<b>Block/Building/Tower number - 2</b> <b>“KING”</b>	<b>Rate of Commercial Unit per square feet</b> <b>Rs. ____/-</b>
<b>Commercial Unit Number -</b> <b>Type - Commercial</b>	
<b>Floor - Ground</b>	
<b>Total Consideration Amount</b>	

Explanation:

- (i) The Total Price above includes the application / booking amount which is 10% of the Total Price (Earnest Money) paid by the allottee to the Promoter towards the Commercial Unit. All other charges, which are specifically mentioned in this agreement and doesn't form part of the total price shall be paid by the Allottee in addition to Total Price as per this agreement.
- (ii) The Total Price above does not include Taxes (by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project) up to the

date of handing over the possession of the Commercial Unit. Such taxes shall be paid separately by the Allottee/s on every payment made.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as per the payment plan of the total price more specifically described in Schedule C below and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation along with the applicable taxes within the time and in the manner specified therein.
- (iv) That the Allottee(s) understands and agrees and states that he / she / it has the financial capacity to enter into this agreement and also to purchase the said unit and/or has the capability and eligibility to obtain financial assistance from banks and other financial institutions and to pay to the Promoter the total price of the said unit as per the payment plan as mentioned in Schedule C and in no event the Promoter shall be liable or assume any liability or guarantee for such loans and granting of any loan will always be subject to the terms and conditions of the banks and other financial institutions.
- (v) The Allottee(s) shall be liable to pay Rs. 25,000/- (Rupees Twenty Five Thousand only) plus applicable taxes as legal fees / documentation charges along with all other costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance deed / sale deed and any other document or documents required to be executed by the Promoter in favor of the Allottee(s) in respect of sale/transfer of the said Unit in favor of the Allottee. These charges are in addition to the stamp duty and registration charges to be paid by the Allottee(s) for getting the agreement and sale deed / conveyance deed registered.
- (vi) The Allottee(s) shall be liable to pay interest free maintenance security deposit (IFMSD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) plus applicable taxes, upfront maintenance charges, documentation charges, water charges (if any), stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, conveyance deed, etc. in respect of the

Unit, which shall be exclusively borne and paid by the Allottee/s.

- (vii) The Allottee(s) has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment as per section 194IA of the Income Tax Act, 1961 if applicable. Any failure to deduct or deposit TDS would attract interest and penalty as per provisions of Income Tax Act, 1961. The Allottee(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee(s) fails to submit the TDS certificate to the Promoter on the TDS deducted within the stipulated timelines as per Income Tax Act, the Allottee(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961 and the Allottee(s) shall keep the Promoter indemnified in this regard. Notwithstanding anything stated in this Clause, default in payment of TDS or providing certificate of deposit of TDS would deem to mean a default in the payment of installment of the Total Price under this Agreement and the consequences thereof, as mentioned herein shall follow
- (viii) The Promoter represents that it shall not make any additions and alterations in the Building Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule-D & E in respect of the Unit/Said Project/Building without the previous written consent of the required number of the allottee(s) as prescribed under the Act (as may be amended from time to time) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. Provided that the Promoter may make such minor additions or alterations as may be required by the allottee(s), or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer or by any competent authority after proper declaration and intimation to the Allottee(s).
- (ix) The Total Price of Commercial Unit includes proportionate price of land under Commercial Segment construction of not only of the unit but also, the common areas, amenities and facilities reserved for the Commercial Segment only of the Said project and the common areas, amenities and facilities of both the Residential & Commercial Segment in the said project. However, the computation of the price of the Commercial Unit does not include any element of recovery or payment towards the cost of land, construction, running and operating of the Residential segment comprising of 70 flats/units, 70

- (seventy) servant quarters out of which 7(seven) nos. is situated on the Ground Floor and 63 (sixty three) nos. spread across all the remaining 7 (seven) floors of both the building blocks along with car parking areas / spaces situated in the ground floor and the basement level of the Said Project and the common areas, amenities and facilities reserved for the Residential Segment of the Said project. Further, the Allottee understands and fully agrees that the Promoter is free to deal with the Residential segment, servant quarters and car parking areas / spaces of the said complex in any manner as the Promoter may deem fit.
- (x) The Allottee understands and agrees that the Owners/Allottees of the Residential Segment along with their employees, servants, agents, invitees shall have the right to use the common passage, entrance, entry and exit, boundary wall, staff / drivers toilet (on the ground floor), drive ways and all other easements necessary for beneficial use and enjoyment of the said shops/ office space/ unit/s of the Residential Segment of the Said Project.
- (xi) Further, the Allottee also understands and agrees that the Owners/Allottees of the Residential Segment and other allottees of the Commercial Segments shall have the right to use common electricity and all its related infrastructure and its installations including but not limited to wires, cables, electric rooms, earthings, trenches, trays, meter rooms, pits, transformers, changeovers, main switches, telephone cable, cables, optical fibres / any other cable/fiber/low voltage lines and water supply system, soil and sewerage, waste water & storm water (inlet & outlet) from and to the said Residential Segment and/or the Commercial Segment through pipes, drains, shafts, wires, conduits, pits, trenches or being under through basement or through over the said project, S.T.P, septic tanks, soak pits, water tanks, underground water reservoir, overhead water reservoir, common washrooms in the ground floor, Common Diesel Generator set, fire & emergency installations and its connectivity, pumps, motors, water lines, water supply, for the beneficial occupation and enjoyment of the allottees of the Residential Segment for all lawful purposes whatsoever in the said Project. The Allottee(s) of the Commercial Segment shall have the right to use the ultimate terrace / roof limited to and only to the extent of setting up communication towers or other installations, VSAT, Dish and/or other antennas and other communications and satellite systems only for the business purpose of the allottees of the Commercial Segment which excludes

letting / sub-letting / renting / leasing and for other similar purposes and specifically excludes the rights to use the amenities, facilities, privileges built in the ultimate roof / terrace and other spaces in the ultimate roof / terrace which is exclusively reserved for the Residential Segment.

- (xii) The Allottees hereby agrees not to use the said Commercial shop / unit for the sale and consumption of excisable or intoxicating liquors as a Liquor OFF-shop or ON-shop save and except for the purposes of a restaurant /bar wherein alcoholic liquors shall be consumed.
- (xiii) That the Allottee(s) hereby understands & agrees and the Promoter has clearly stated that construction of 2 (two) nos. small security cabin shall be done on both the sides (entry & exit) in front of shop no. 1 & shop no. 9 at the front side of the said project "MAYFAIR MAJESTIC" for the purpose of security room and the allottee(s) shall never object and specifically agrees to the same.
- (xiv) The Allottees understands and agrees that the Allottees of the Residential Segment along with their servants, agents, invitees, visitors etc. shall have a right to use of the staff / drivers toilet/s on the ground floor in common with the allottee of the Commercial Segment in the said Project together with all rights in the common passage, entrance, boundary wall, ways and all other easements necessary for beneficial use and enjoyment of the allottee of the Residential Segment. The Allottees understands and agreed that the Allottees of the Residential Segment have a right to use in common of electricity, telephone, water and soil and sewerage from and to the said shops/offices/commercial segment through pipes, drains, wires and conduits or being in under through or over the said Complex for the beneficial occupation and enjoyment of the Residential Segment for all lawful purposes whatsoever.
- (xv) That the Allottees shall not be entitled to fix any window Air Conditioner in the said Commercial Unit hereby sold and transferred. The Allottees is entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipments and machines of the Air Conditioners required to be fixed on outside wall must be erected only in consultation & as directed by the Promoter / Facility Manager or Apartment Owners Association.
- (xvi) The Allottees agrees and expressly confirms that the Promoter is entitled and free to deal with the entire units in the Residential Segment including servant quarters,

all the car parking spaces both in the basement and in the ground level as he may deem fit. The Allottee(s) also agrees and confirms that the Promoter may at its own discretion earmark and give exclusive right to park cars of all the car parking spaces both in the basement and in the ground level to the allottees of the Residential Segment as he may deem fit without any consideration or with consideration and the Allottees hereby accepts and agrees to the same. The Allottees also agrees that the Allottees of the Residential Segment only shall have the right to use the Car Parking spaces / areas inside the said project if earmarked by the Promoter.

- (xvii) The Allottees also agrees and confirms not to park nor allow any of his agents, tenants and/or employees, customers, guest, invitees, representative to park any vehicle inside the said complex or in the parking area of the said complex or on the drive ways and not to obstruct the entry and exit of the Said Project save and except the car parking / open space in front of the Commercial Segment.
- (xviii) The Allottee agrees and confirms that the allottee shall not be entitled to install his own independent D.G set/s anywhere in the said project save and except battery operated inverter.
- (xix) That a common passage of 5 feet width just behind the commercial shops has been left vacant which is exclusively for the beneficial use and enjoyment of the Allottee(s) of commercial shops/ office space/commercial segment only for the purpose of service installation, maintenance and for exhaust and ventilation to the exclusion of the Residential Segment. However, the allottees of commercial shop / unit nos. 1, 2, 3, 8 & 9 shall only practically be able to use the same for the purpose of service installation, maintenance and for exhaust and ventilation. The remaining allottees of Commercial shops/ unit nos. 4, 5, 6 & 7 shall not be able to practically use the same for the purpose of service installation, maintenance and for exhaust and ventilation.
- (xx) Further the allottee also understand and agrees that all the Owners/Allottees of both the commercial segment & all the Allottees of the Residential Segment shall become member of the Owners Association / Society of the said complex and shall also pay monthly maintenance and other expenses at the similar rate per sq.ft or otherwise as required to be paid by the other unit / apartment owners of the residential segment.



(xxi) 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.

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

(xxii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within 90 (ninety) days with annual interest at the rates 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments whether refund or payment shall be made at the same rate per square feet as agreed upon.

(xxiii) On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Project Land / Scheduled Land / Entire Land and the plans (including the Building Plans), designs and Specifications prepared by the Promoter's Architect and of such other documents as are specified under the Act and the Rules and Regulations made thereunder. The Allottee(s) directly, or through their lawyer, have reviewed these documents and have fully satisfied themselves as to the title of the Promoter as well as the layout, design and specifications of the Said project.

(xxiv) The Allottee(s) hereby confirms that the Promoter has handed over to the

Allottee(s), a draft of this Agreement along with all Schedules and Annexures before purchasing the Unit and after reading and having understood the mutual rights and obligations and also after having understood all the other terms & conditions detailed herein along with all Schedules and Annexures, the Allottee(s) is/ are entering into this Agreement for purchase of the said Unit. The Parties hereby confirm that they are signing this Agreement with full knowledge of all Applicable Laws, applicable to the Said Project.

(xxv) It is made clear by the Promoter and the Allottee(s) agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Project is an independent, self-contained Project covering the Scheduled 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Said Project as specifically mentioned in this agreement.

(xxvi) The bifurcation and demarcation of the common areas, amenities and facilities in the Said Project has been done by the Promoter however if in future the court of law and/or any other authority pass any order against such bifurcation and demarcation of common areas, amenities and facilities of the Said Project and considers such bifurcation and demarcation, illegal, the Allottee(s) / Owners Association will have to abide by the order of such court of law and/or any other authority.

(xxvii) The Promoter has already received an earnest money / application money/ booking amount from the Allottee(s) as mentioned in Part I of Schedule C and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in Part II Schedule - C attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee(s) is aware that the taxes including GST on the Delay Payment Charges shall also be borne and paid by the Allottee.

(xxviii) The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

The Promoter further represents that the Promoter will have the right to access to the Said Project till the completion and sale of all the Apartments and all the other saleable areas. Provided that after transferring the possession of the Common Area, Amenities, and Facilities of the Said Project to the Owners Association, the Promoter shall continue to have the rights and entitlements to advertise, market, sell any Apartment / unit or building which is not sold without any restrictions or hindrance from the Owners Association and sale proceeds thereof shall belong only to the Promoter and such Allottee(s) shall be included as members of the Owners Association

- (xxix) The Allottee(s) agrees and understands that except the Unit as described in Schedule-B attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable area in the Said Residential & Commercial Segment/ Said Project. Such un- allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- (xxx) That the Allottee has also agreed to pay to the Promoter Charges for providing any additional work and/or changes in and/or relating to the said unit at the request of the Allottee and for providing any additional facilities or utility for/at the said unit shall be paid, borne and discharged by the Allottee.
- (xxxi) The said Residential Cum Commercial Project shall always be known as '**MAYFAIR MAJESTIC**' and this name shall not be changed by any association or society of the Flats owners / occupants or any other person claiming through them. The name of the respective blocks shall also remain the same and unchanged. Further, at all times, the name of the project '**MAYFAIR MAJESTIC**' and the name of the Firm i.e. **M/S KRM DEVELOPERS AND / OR SANDEEPG. REALESTATE** shall be displayed at prominent places in the said Commercial and Residential Housing Project. The copy right/ trade mark / property mark and all intellectual property (including the words '**MAYFAIR MAJESTIC**') shall always remain and vest with the Firm, and no person, including but not limited to the Buyer Association / Society or the occupant(s) shall have any claim or right of any nature whatsoever on the said intellectual property. Further, The Promoter shall also be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Said Project and the Allottee(s) and the Owners Association shall not have or shall not obstruct on exploitation of this right by the Promoter.

## 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 'KRM DEVELOPERS' payable at Siliguri.

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

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

The Promoter accepts no responsibility in 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, 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:**

The Promoter shall abide by the time schedule for completing the Said Project i.e 31st July 2026 as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas, Amenities and Facilities of the Said Project.

Notwithstanding anything contained in this Agreement, timely performance by the Allottee(s) of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price of the Unit) as well as other dues, deposits and amounts, including payment of any Delay Payment Charges, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement

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

6.1 The Allottee has seen the specifications as mentioned herein and accepted the Payment Plan, floor plans, layout plans 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 **Competent Authority**/ and shall not have an option to make any variation /alteration /modification in such

plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 It is clarified and the Allottee(s) agrees that the Promoter does not have any obligation and responsibility to provide the external linkages for services and amenities beyond the boundaries of the Said Project (including, in relation to roads, water lines, sewage, storm water drains and electricity) and in the event the Government Authority fails to provide the external linkages for such services and amenities, including road, water lines, sewage, storm water disposal and electricity by the time of offers possession of the Unit to the Allottee(s), the Promoter in no way shall be liable and responsible for the same. It is further clarified and stated by the Promoter and also agreed by the allottee that the Promoter has not charged or recovered any amount / sum in the total price of the said unit in respect of the above said external linkages beyond the boundary of the said project.

## **7. POSSESSION OF THE COMMERCIAL UNIT/APARTMENT**

7.1 **Schedule for possession of the Apartment / Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) along with the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part II of Schedule E, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with the Common Areas, Amenities and Facilities being developed in the Said Project as mentioned in Part II of Schedule E with all Specifications as detailed in Schedule F in place, on or before July 31st, 2026 along with a further grace period of 6 (six) months, unless there is delay or failure to keep the construction going due to war, flood, drought, fire, cyclone earthquake, pandemic, epidemic, lockdown, or any other calamity caused by nature, or due to any order by any Court, Tribunal or Government Authority, quasi judicial body, effecting the regular development of the Said Project (“Force Majeure”). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit along with along with the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part II

of Schedule E and the Promoter shall not be liable to pay any penalty/interest/compensation for the delay caused due to such Force Majeure condition. Provided that such Force Majeure conditions are not of a nature which makes it impossible for this Agreement to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project or any part thereof, due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of 1 (one) month. In such a scenario, the Allottee(s) agrees to execute (and register) a cancellation deed with respect to the Unit on which date, the termination shall become effective. Upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s), without any interest, within 90 (ninety) days from the date on and only after which the amount will be refunded to the Allottee. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and/or the Said Project and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall issue an offer letter (“Offer Letter”) in writing offering to hand over possession of the Unit, to the Allottee(s) and requesting the Allottee(s) to come forward and execute and register the Conveyance Deed in terms of this Agreement. Within 20 (twenty) days from the date of Offer Letter, the Allottee(s) shall make payment of all dues, outstanding, interest (delay payment charges), if any, maintenance capital expenditure deposit, maintenance security, upfront maintenance charges, stamp duty, registration charges, documentation charges, other expenses etc. to the Promoter and within 50 (fifty) days from clearance of entire dues, outstanding, etc., the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed registered before the Sub Registrar. After the expiry of 1 (one) full calendar months from the date of issue of Occupancy Certificate **i.e. Deemed Date of Possession**, the Allottee(s) shall be

liable to pay the maintenance charges as determined by the Promoter / Owners Association / Facility Manager, as the case may be. The Promoter shall handover the copy of Occupancy Certificate of the Said Project / Building to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, West Bengal Stamp Rules, 1994 including any actions taken or deficiencies/penalties imposed by the competent authority. After the Deemed Date of Possession, the Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc

**7.3 Possession of the common areas to the Allottee(s)-** After obtaining the Occupancy Certificate of the Said Project, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas, Amenities and Facilities of the Said Project as mentioned in Part I, II & III Schedule E to the Owners Association as per the act after obtaining the Occupancy Certificate. However, it shall also be the obligation on the part of the Allottee(s)/s to cooperate and complete the necessary formalities in forming such Owners Association by the Promoter and taking hand over of the necessary documents and plan, including Common Areas, Amenities and Facilities of the Said Project from the Promoter.

**7.4 Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, or before the date of completion of the Said Project as recorded with the Authority at the time of registration of the Said Project or any extension thereof, the Promoter shall be entitled to forfeit and retain



the Earnest Money/ application money/ booking amount, stamp duty, registration charges etc. paid in respect of allotment of the Unit in favor of the Allottee; Delay Payment Charges; documentation charges as mentioned in this Agreement, charges (including taxes) for dishonor of cheque (if any) by the Allottee(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, to the extent that credit of the GST / taxes paid is not allowed to be claimed as refund by the Promoter and all amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s) etc., as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s), if any, shall be returned by the Promoter to the Allottee(s) without any interest, from the amount realized from new allottee/buyer. After refund of the money paid by the Allottee(s) as provided in this Clause, the Allottee(s) agrees that it shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

**Cancellation by Allottee(s) after Occupancy Certificate-** Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of Occupancy Certificate of the Said Project, the Promoter shall be entitled to forfeit and retain twice the Earnest Money / Application Money / Booking amount, stamp duty, registration charges etc. paid in respect of allotment of the Unit in favor of the Allottee; Delay Payment Charges; legal fees / documentation charges as mentioned in this Agreement, charges (including taxes) for dishonor of cheque (if any) by the Allottee(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, to the extent that credit of the GST / taxes paid is not allowed to be claimed as refund by the Promoter and all amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s), if any, shall be returned by the Promoter to the Allottee(s) without any

interest, from the amount realized from new allottee/buyer.. After refund of the money paid by the Allottee(s) as provided in this Clause, the Allottee(s) agrees that it shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

**7.5 Compensation** – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Project Land, on which the Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration of the Said Project under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Unit, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within 90 (ninety) days from the date of cancellation of the Agreement:

Provided that if the Allottee(s) does not intend to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 90 (ninety) days of it being due.

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

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

- (i) The Promoter & Part Land Owner has absolute, clear and marketable title with respect to the said Land; the 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 except as mentioned specifically in clause no. 19 mentioned below (bank loan);
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/ Commercial Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/ Commercial Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/ Commercial Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement to any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/ Commercial Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ Commercial Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment/ Commercial Unit to the Allottee and the common areas to the Owners Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/

or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- (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 property is not Waqf property.
- (xiv) Notwithstanding anything contained in this Agreement, the Allottee(s) covenant that if the Promoter is required to refund any amount to the Allottee(s) due to any reason whatsoever, the Promoter shall have no liability to refund any taxes, levies, duties, charges, cess, duties etc. paid to any government authority
- (xv) The Allottee(s) hereby agrees and undertakes to be a member of the Owners Association and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Owners Association. The Allottee(s) shall observe and perform all the rules, regulations of the Owners Association that may be specified in detail by the Owners Association. The Allottee(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Owners Association or the Maintenance Agency/ Facility Manager, as the case may be

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

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

9.1.1 The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in Clause 7.1 above in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all Specifications as agreed to between the Parties and as specified

in Schedule D and for which Occupation Certificate, has been issued by the competent authority;

9.1.2 Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of the registration of the Said Project under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s), to the following:

9.2.1 Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any delay payment charges; or

9.2.2 The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within ninety (90) days of it becoming due.

**9.3 Allottees Default** - The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

9.3.1 failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;

9.3.2 delay/default by Allottee(s) under Clause 9.3.1 above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;

9.3.3 after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including Delay Payment Charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;

9.3.4 after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

9.3.5 breach of any other terms & conditions of this Agreement on the part of the Allottee(s);

9.3.6 violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in Clause 9.3 above shall be as follows:

9.4.1 Upon occurrence of event of default mentioned in Clause 9.3.1 the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;

9.4.2 Upon occurrence of event of default mentioned in Clause 9.3.2 the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

9.4.3 Upon occurrence of event of default mentioned in Clause 9.3.3, 9.3.4 and 9.3.5, the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3.3, till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per Clause 9.4.1 and (b) recover maintenance charges from the Deemed Date of Possession; (c) recover holding/ safeguarding charges @0.1% per month on the Total Price of the Unit; (d) taxes mentioned in Clause 7.4; (e); withhold registration of the conveyance deed of the Unit in favor of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned in Clause 9.3.3 is received and Allottee(s) hereby authorizes the Promoter for the same. The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without Delay Payment Charges shall not be deemed to be a waiver by the Promoter of its right of charging such Delay Payment Charges or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit / deduct the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest:

9.5.1 Earnest Money / Application Money / Booking amount,

9.5.2 Delay Payment Charges;

9.5.3 Legal Fees/Documentation charges as mentioned in this Agreement,

9.5.4 Charges (including taxes) for dishonor of cheque (if any) by the Allottee;

9.5.5 All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, to the extent that credit of the GST / taxes paid is not allowed to be claimed as refund by the Promoter; and

9.5.6 All amounts (including taxes) paid or payable as brokerage fee / commission to any real estate agent, broker, channel partner, institution etc.;

9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules/Regulations

## **10. CONVEYANCE**

The Promoter, on receipt of the complete amount of the total price of the unit / apartment along with payment of all dues, outstanding, interest (delay payment charges), if any, interest free maintenance deposit (IFMSD), maintenance security, upfront maintenance charges, stamp duty, registration charges, documentation charges, other expenses etc. Under the agreement from The Allottee(s), shall execute a conveyance deed and convey the title of the unit / apartment together with proportionate indivisible share in the common areas within 3 (three) months from the receipt of the occupancy certificate. However, in case the allottee fails to deposit the above said amount/s so demanded within the period mentioned in the demand letter / offer letter, the allottee authorizes the Promoter to withhold the registration of

the Conveyance Deed in his/her favor till full and final settlement of all dues and stamp duty & registration charges to the Promoter is made by the allottee. The Allottee(s) agrees and undertakes to make him available and present before the competent registering authority for the said purpose on the date(s) communicated to him. In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee(s) alone shall be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed. In case the Allottee(s) has taken any loan from any bank/ financial institution for the Unit, the original transfer documents including the conveyance deed shall be directly handed over by Promoter to the lending institution, if so required by them.

The Allottee shall be liable to pay from the date of Deemed Date of Possession or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under Applicable Law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

## **11. MAINTENANCE OF THE SAID PROJECT:**

11.1 That the Allottee(s) is aware that qualitative and effective maintenance of the said project is very much required to maintain the beauty and aesthetic look of the said project which will not only increase the life of the said project but will also give appreciation to the value of the said project. That the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Anandi Ram Maintenance Services, LLP (“Facility Manager”) which has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment, amenities and facilities such



as club house, swimming pool, gym, STP, water treatment plant, power back up system, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Maintenance Agency / Facility Manager organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. Accordingly, the Maintenance Agency / Facility Manager is appointed to carry out the maintenance of the Said Project at competitive prices until its appointment is recalled, and another maintenance agency is appointed by the Owners Association or otherwise.

11.2 The Promoter, upon the receipt of Occupancy Certificate, shall hand over the possession of the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part I, II & III of Schedule E and Common Areas, Amenities, and Facilities to the Owners Association in accordance with the Applicable Laws.

11.3 In terms of the provisions of the Act, process will be initiated to form Owners Association of the Owners of the Units at the appropriate time, under West Bengal Apartment Ownership Act, 1972 laws for the Said Project. Owners' Association will have a set of bye laws (hereafter referred to as "Bye- Laws") which shall govern the Owners Association of both the Residential & Commercial Segments shall become the members of the Owners Association i.e. the unit owners in the Residential & Commercial Segment. All the owners of units/apartments in the Residential & Commercial Segment shall become members of Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become member of the Owners' Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Byelaws in letter and spirit.

11.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas, Amenities and Facilities as Reserved for Residential or Commercial Segment, as the case may be of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time. The Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings including any other charges, if any, regularly each month in advance and shall not withhold the same for any

reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee(s) shall be regarded as the default on the part of the Allottee(s) and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and also entitle the Promoter / Owners Association / Facility Manager to withhold / stop / prevent the Allottee(s) to use the common areas and services until such default in payment including its penalty/ies, late fine/s, interest or any other charges is cleared to the Promoter / Owners Association / Facility Manager.

11.5 Allottee(s) shall be bound by all the terms and conditions of the Agreement of Owners Association, Bye- Laws, maintenance agreement and any other agreement entered by the Owners Association and any decisions taken by the Owners Association as per its Byelaws.

## **12. DEFECT LIABILITY:**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession or Deemed Date Of Possession or from the date of occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 In case any such structural defect or any other defect in workmanship, quality or provision of services reasonably & in the ordinary course requires additional time beyond the said 30 (thirty) days having regard to the nature of the defect, then Promoter shall be entitled to such additional time period, provided, an intimation thereof has been provided to the Allottee, prior to the expiry of the said initial 30 (thirty) days. The Parties shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner provided under the Act and / or otherwise under Applicable Law.

12.3 Promoter shall not be liable for rectification of any defect if the same has resulted

due to natural wear and tear, alterations, modifications, renovation, misuse, and deviation from conditions of usage, and any act, omission or negligence attributable to the Allottee(s) or the Owner's Association. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, aluminum items, façade, doors and windows and such like shall not be covered under Defect Liability and the same shall not be rectified by the Promoter.

12.4 The Allottee(s) further agrees and confirms that the Allottee(s) shall not claim from the Promoter replacement / rectification / service for the fixtures & fittings and/or other items / services covered under warranty period, which shall be limited only upto the extent of the warranty covered and also limited only upto the extent of the warranty period issued by the manufacturing company of such fixtures & fittings and/or other items / services and shall become null and void in case of damages caused to any fixtures & fittings and/or other items / services due to mishandling, misuse, mismanagement and/or maltreatment and/or due to lack of proper and timely maintenance of the same on the part of the Allottee(s) or any of its labourer/s and/or worker/s or any third person representing the Allottee(s) and/or the owners association. Such damages caused as stated herein mentioned shall not be covered under Defect Liability and the Promoter shall not be liable to replace / rectify / service the same.

12.5 The Allottee(s) confirms and agrees that all fittings, fixtures etc. shall be made functional at the time of handing over the possession of the Unit and the common areas, facilities and amenities but the maintenance thereof shall be the responsibility of the Allottees and/or owners association. The Allottee(s) further understands that there is a fundamental difference between hand over of the building / constructions or infrastructure services and systems free from defects on the one hand and requirement of timely, appropriate and adequate maintenance of handed over building / constructions or infrastructure services and systems so as to maintain aesthetic appearance and / or defect free functioning which by its very nature is a lifelong process. Accordingly, the continued maintenance including consumables and spare parts of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects resulting from improper or lack of timely maintenance and/or due to any natural calamity, or the product / materials has lived its life.

12.6 The Allottee(s) hereby agrees and confirms that in case of installation of the outer unit of the air conditioners, no hammer and chisel or drill hammer can be used to break the wall to get the pipe out. The pipe has to be taken out only by way of core cutting in the said wall wherein the outer unit shall be placed. This core cutting is a specialised job and needs to be done by a skilled person so that the external paint and outer wall is not damaged. After the pipe of the air conditioner and the drainage pipeline has been taken out, the area where cutting has been done has to be sealed by proper mechanism so that no water can enter and seep the wall, which is to be checked by the allottee(s) if adequately done or not. If the above mentioned procedure is not followed for air condition installation, the Promoter shall not be responsible for any damages that occur and in case of any damages, the allottee(s) have to repair the same at their own cost, which includes scaffolding from outer side, repairing, repainting, etc. which will involve huge costs and which shall also void the Promoter from any defect liability/ies or claim in case of any defect/s arising out in the flat due to such improper work been done

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

The Allottee hereby agrees to purchase the Apartment/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 / Facility manager 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 / Facility Manager or the association of allottees from time to time. The Allottee(s) shall in no manner claim abatement and reduction in the monthly maintenance charges or any other charges payable to the Owners Association / Maintenance Agency / Facility Manager to be paid by the allottee(s) on grounds of non-access / restricted use of amenities and facilities and other common areas reserved for the Residential Segment only.

**14. RIGHT TO ENTER THE APARTMENT / UNIT FOR REPAIRS**

The Promoter/maintenance agency/ facility manager / owners association of allottees shall have rights of unrestricted access of all Common Areas, car 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 Apartment / 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 Premises of \_\_\_\_\_ “MAYFAIR MAJESTIC”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric room, transformer / electrical services, 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 basements in any manner whatsoever and the same shall be reserved for use by the facility manager / association of allottees formed by the Allottees for rendering maintenance services.

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

16.1 Subject to Clause 13 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the 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 Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and 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(s) undertakes, assures and guarantees that he/ she will not tamper with, install or remove anything from the façade and external/public spaces outside the Unit. including but not limited to dish antennas, air conditioning units, dehumidifiers etc., and would not put any sign- board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, grills, panels etc. on balconies, terraces, /the face/ facade of the Building or

anywhere on the exterior of the Said Project, building therein or any other area in the Said Project save and except a decent signage in front of the said commercial unit in a location as approved and demarcated by the Promoter / Facility Manager / Owners Association.

16.3 The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Unit / Building / Said Project.

16.4 Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building or any part of the Said Project. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

17.5 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

16.6 The Allottee(s) agrees to abide by and comply with the byelaws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Building / Said Project.

16.7 The Allottee(s) agrees and acknowledges that the Promoter reserves the right to name/rename/brand the Said Project and its components; and the Allottee(s) shall not have any objections to the same.

16.8 If any damage is caused to the Unit, including any part of the Said Project and the machines and equipment installed therein, on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by

the Promoter or the Owner's Association or the maintenance agency/ Facility Manager, as the case may be.

16.9 Further, the Allottee shall allow the Promoter or the maintenance staff to have access to the terrace for maintenance of the building, if required, during reasonable hours and to follow the instructions/ norms of the Promoter/ Association and/or maintenance agency / Facility Manager.

16.10 It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project secured in all ways, For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.

16.11 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose.

16.12 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated and/or any part of the Said project.

16.13 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Said Project and/or the Unit.

16.14 Allottee(s) shall not remove or damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit. The Allottee(s) further agrees that it is strictly prohibited from making any alterations or modifications in the Unit or outside the Unit to the structure or the services and systems laid out in the Unit/ Said Project including any changes that are either structural changes or such that would lead to disruption of the electrical, plumbing, other services and waterproofing laid out in the Building or along the Buildings for the use by one or more Apartments. The Allottee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, floors, design layout, toilets, kitchens or permanent

finishes within the said Unit save and except with the prior permission of the Owners Association / Promoter in writing

16.15 The Allottee(s) shall not use/ cause to be used the said Unit for any purpose except commercial use legally and shall not permit any other activity which is illegal. Furthermore, the Allottee(s) specifically undertakes not to use the said Unit or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature, infringe on the rights of, and/or interfere in the beneficial usage and enjoyment of other Allottees in the Said Project.

16.16 The Allottee(s) undertakes not to sub-divide/amalgamate the Unit with any other Apartment / Commercial Unit in the Said Project.

16.17 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency / Facility Manager appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.18 Entry Regulations and safety precautions: The Allottee(s) agrees and acknowledges that security of the Said Project and its residents is of paramount importance. Promoter and / or the Owners Association shall have the right to keep the Said Project secure and free from disturbance at all times and shall have a right to monitor, scrutinize, register, regulate and / or restrict the entry of guests, visitors, staff, workmen, contractors, material and equipment etc.

16.19 After handing over of the Said Project, it shall be the responsibility of the Owners Association for obtaining / renewal of insurance for the Said Project against loss or damage due to natural calamities, fire, riots, earthquake civil commotion etc., and the cost thereof shall be contributed by all the allottees / occupants of Building / Said Project, as part of the charges payable to the maintenance agency / Facility Manager. The Allottee(s) shall be responsible for the insurance of his Unit and its contents. Promoter or the Owners Association maintenance agency / Facility Manager shall bear no responsibility for any loss or damage of whatsoever nature caused on account of negligence by other allottees.



16.20 The Allottee(s) hereby agrees, acknowledges and undertakes that in the event of termination of this Agreement for any reason whatsoever, the Allottee(s) shall present himself/ herself/ itself for registration of cancellation deed of this Agreement in the office of concerned sub-registrar as per the timelines informed by the Promoter to the Allottee. The Allottee(s) irrevocably and unconditionally grants, agrees, undertakes and acknowledges the Promoter/ its nominee as a power of attorney holder for the purposes of execution of the cancellation deed of this Agreement. In the event, the Allottee(s) fails to present himself/ herself/ itself and register the cancellation deed of this Agreement within the timeline communicated by the Promoter, then the Promoter or its nominee shall as a power of attorney holder of the Allottee(s) have the right to execute and register such cancellation deed without requirement of any presence of the Allottee, and the Allottee(s) hereby irrevocably agrees and undertakes that the Allottee(s) shall not protest or litigate or create any impediment or restrictions for execution and registration of the cancellation deed.

16.21 The Allottee(s) further agrees to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as applicable under law, from the Deemed Date of Possession.

16.22 The Allottees shall not use or install diesel generator in the said unit save and except battery operated inverter.

## **17. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

- 17.1 The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project.
- 17.2 The Allottee(s) along with other allottees of the Said Project either themselves or through their Owners Association, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Said Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee(s) along with other allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, License/ permission to operate lifts, there renewals and/or other statutory renewals which are required to be obtained for the Said Project in

future after receipt of occupancy certificate for the Said Project. The Allottee(s) and Allottees of other units and/or Owners Association/Society/Company without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or non-compliance of the conditions of approvals or NOC(s) shall not cast any liability on the Promoter.

17.3 The Promoter shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed, the Promoter shall obtain an NOC from the concerned Bank/Financial Institution to execute Agreement to Sale in favor of the Allottee(s)

## **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.

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

19.1 That the Promoter represents that it has a term loan/ CC/ overdraft facility with respect to the Said Project from SBI, SME branch, Siliguri vide sanction letter dated \_\_\_\_\_ and has created charge by way of equitable mortgage on the Entire Land along with exclusive charge by way of hypothecation on the future receivables from the Said Project and all insurance proceeds, both present and future

19.2 The Promoter shall have the right and authority to raise additional finance, loan from any financial institution/bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project (including the land underneath) subject to the condition that the Unit shall be free from all encumbrances at the

time of execution of conveyance deed. If required, the Promoter shall obtain a separate NOC from the concerned bank/financial institution to execute this Agreement / Conveyance Deed in favour of the Allottee(s). Such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take the Unit.

## **20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the 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 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 earnest money/ application money / booking amount excluding the tax component already deposited with the concerned authority/ies shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, all oment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/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 \_\_\_\_\_ Said Project shall equally be applicable to and enforceable against any subsequent Allottees of the apartment/ Commercial Unit, in case of a transfer, as the said obligations go along with the Apartment/ Commercial Unit for all intents and purposes. It is agreed by the allottees that in case of transfer of the Apartment/Unit from the allottees name to any other subsequent allottee, the allottee agrees to pay nomination charges @ 4% plus applicable taxes of the Total Consideration Price of the said unit to the Promoter. It is agreed that the Allottee(s) is not entitled to assign and/or transfer his/her/its rights under this Agreement relating to the said Commercial Unit to any party without the written consent of the Promoter.

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

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.

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 maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

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

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other Allottee(s) in the project, the same shall be the proportion which the carpet area of the Apartment / Unit bears to the total carpet area of all the Apartments/ Units in the project or as mutually decided by the Allottees or as decided by the Owners Association.

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in **SILIGURI** 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. Hence this Agreement shall be deemed to have been executed at

\_\_\_\_\_

**30. NOTICES**

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent

either by registered A.D. post or speed A.D. post to the Party at their respective addresses mentioned above.

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

### **31. JOINT ALLOTTEES**

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

### **32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

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

*[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

### **34. INDEMNIFICATION**

34.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders,

damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with

(i) any of the provisions/covenants of this Agreement and/or

(ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or

(iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or

(iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or

(v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time and/or

(vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement and/or

(vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

34.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

34.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands  
and signed this

Agreement for sale at Siliguri in the presence of attesting witness, signing as such on the day first above written.

**SIGNED and DELIVERED by the  
PROMOTER at Siliguri in the**

**Presence of:**

**SIGNED and DELIVERED by the PART  
LAND OWNER at Siliguri in the**

**Presence of:**

**SIGNED and DELIVERED by the  
ALLOTTEE(S) at Siliguri in the**

**Presence of:**

#### **SCHEDULE 'A'**

Commercial Shop / Unit number \_\_\_ situated in the **Ground Floor** of the Commercial Segment in **Block 2** also known as **“KING”** Block

DESCRIPTION OF THE COMMERCIAL UNIT

(a) Unit No.:



- (b) Floor:Ground  
(c) Type: Commercial Shop  
(d) Carpet Area:\_\_\_\_\_ sq. mtr. ( sq. ft.).

#### **PART II OF SCHEDULE 'A'**

All that piece and parcel of amalgamated land leasing (40 kathas + 20 kathas) = 60 kathas or 0.99acres situated within MouzaDabgram, J.L No. 2, ParganaBaikunthapur, recorded in R.S Khatian No. 602/2, L.R. Khatian No. 372,450 & 449, in R.S Plot No. 312, L.R Plot No. 185, R.S Sheet No. 9, L.R Sheet No. 52, Under Dabgram – II G.P., P.S. Bhaktinagar. Dist. – Jalpaiguri, in the state of West Bengal.

The said land of 60 Kathas is butted and bounded as follows:

By the North : Land of RabindraNath Roy, Miting Roy, Sagarika Devi & others

By the South : 15.5 metres wide high drain followed by road.(combining both)

By the East : Land of Himalayan Coach

By the West : Land of I.O.C.L Pipe line.

#### **SCHEDULE 'B'**

FLOOR PLAN

**SCHEDULE 'C'**

TOTAL PRICE OF THE UNIT (excluding taxes) : \_\_\_\_\_

**PART I OF SCHEDULE 'C'**

Total earnest money / application money / booking amount received Rs. \_\_\_\_\_ vide  
\_\_\_\_\_ dated \_\_\_\_\_.

**PART II OF SCHEDULE 'C'**

**PAYMENT PLAN BY THE ALLOTTEE (Balance Amount to be paid)**

Construction Stage	Payment / Instalment	Amount	CGST	SGST	Total Amount
On application/earnest money/	10%				

Booking (received upon execution of this agreement)					
On Execution of Foundation	20%				
On Execution of Basement Roof Casting	5%				
On Execution of Ground Floor Roof Casting	5%				
On Execution of 1st Floor Roof Casting	5%				
On Execution of 2nd Floor Roof Casting	5%				
On Execution of 3rd Floor Roof Casting	5%				
On Execution of 4th Floor Roof Casting	5%				
On Execution of 5th Floor Roof Casting	5%				
On Execution of 6th Floor Roof Casting	5%				
On Execution of 7th Floor Roof Casting	5%				
On Execution of Brick Work of the unit	5%				
On Execution of Inside plaster of the unit	5%				
On Execution of Outside plaster of the unit	5%				
On Execution of Flooring of	5%				

the unit					
On Possession	5%				
Plus All other charges, stamp duty, registration cost, etc.					
TOTAL					

### SCHEDULE-‘D’

#### SPECIFICATIONS

##### 1. Foundation

Reinforced cement concrete, isolated & combined footings/ strip foundation/ raft or load bearing rubble/ masonry or cast-in-situ bore piles and pile caps as per applicable Bureau of Indian Standards (BIS) codes.

##### 2. Superstructure

Reinforced cement concrete frame structure or load bearing masonry structure in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes

##### 3. Walls

(a) Internal: Brick wall of Clay Bricks/Fly ash Bricks/AAC Blocks/Solid concrete block/Hollow concrete block

(b) External: Same as above

##### 4. Finishes – Wall

(i) Units

(a) sand-cement plaster and a coat of wall putty.

(ii) Common Areas - Internal Wall: Lift lobby in basement, stilt/ground floor and upper floors: Granite and/or marble and/or Quartz stone and /vitrified tiles and/or ceramic tiles and all other internal walls of cement sand plaster with paint finish (wherever applicable).

(iii) Common Areas - External Wall: All external walls including roof terrace, open terrace, balcony: Cement sand plaster with acrylic paint finish.

##### 5. Finishes –Floor

(i) Units

(a) Vitrified Tiles (600X600) or (800X800).

(b) Internal staircase: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or marble/local stone/ kota / kadappa stone or combination of tiles and stone

(c) Common Areas - Internal Floor

1. Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or Kota stone/other local stone of appropriate size or combination of ceramic tiles.

2. Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished kota/ kadappa stone or any other local stone or combination of tiles and mentioned stone.

3. Stilt area: Ceramic/local tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone.

4. Basement: cemented floor

6. Ceiling

(i) Units

(1) Plastered with either-

a. sand-cement mortar and a coat of wall putty or

b. gypsum

(ii) Common Area

(a) Lift Lobbies: same as 6(i)

(b) Staircase, Common lobby, Corridor, Stilt area: 1) plastered with either- a) sand-cement mortar and a coat of wall putty or b) gypsum

(c) Pleasing shade cement paint /acrylic paint/distemper/emulsion of appropriate quality (as per Architects recommendation)

(d) Basement car parks and ramp: Cement concrete surface finished with grey cement wash exposed concrete finish

Notes:

- Skirting of 60 to 100 mm wherever applicable
- No tiling and/or sand cement plaster work on/in the loft areas.

7. Shutters

(a) Main Entrance : MS fabricated shutter of height upto 3 meters.

8. Bathrooms

Sanitary wares and fixtures

(i) Toilet

(a) 1 wall hung wash basin

(b) 1 wall mounted EWC with concealed cistern and seat cover.

Notes

Brand/make of bath fixtures

- Sanitary wares: Hindware/Grohe/Roca/Kohler/American Standard RAK/Vitra/Simpolo or equivalent

- Bath fittings:

A. bib tap of JAL/Continental/prayag or equivalent,

#### 9. Electrical Installation and Fittings

(a) Main Electrical wiring only upto the DB (Distribution Box) in the unit with copper wires shall be provided and no other electrical wiring, fittings, installations of any nature shall be provided.

#### 10. Driveway and car park

(a) Surface Driveway. Stone and/or pavers and/or tarmac and/or concrete to external driveway at designated areas.

(b) Basement car parks and ramp to basement car park: Concrete Finish

#### 11. Additional items

(a) Security: Boom Barrier for vehicular barrier, Closed Circuit Television System (CCTV) to project entrance, block Entrance and Club house.

(b) Power back up: Diesel Generator set of appropriate capacity to provide full Back-up into common areas and upto 5 KW in the unit.

#### 14. Notes/Disclaimers

(a) Marble, Limestone and granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be color and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or granite as well as non-uniformity between pieces cannot be totally avoided. Granite is pre-polished and care has been taken for their installation. However, granite, being a much harder material than marble cannot be re-polished after installation. Hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.

(b) External Paints: External plastered surface of the buildings are painted of suitable quality as decided by the Architects. Paints are manufactured product from chemicals and specific grade of minerals/natural stone product. After application this paint is exposed to weather conditions. Ultraviolet ray and weather conditions will affect life and sheen of the product

and also would cause damage to the expected/designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.

(c) Materials, Fittings, Equipment, Finishes, Installation and Appliances: The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the Promoter.

(d) Timber: Timber is a natural material containing grain/vein and tonal differences. Thus it is not possible to achieve total consistency of color and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes, which results in bending, twisting and cracking and which is inevitable.

(e) Internet Access & Cable Television: If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider /or such relevant entities/authorities for services to the Unit and to make all necessary payment.

(f) Glass: Glass, plain/clear/frosted, is widely used in residential developments and may break/ shatter due to accidental knocks or other causes. In addition, glass is manufactured material and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.

(g) Tiles: Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, selected tile sizes and tile surface flatness cannot be perfect. We have been taking utmost care while receiving materials and while installing them to minimize these issues but they can never be avoided completely due to inherent properties of the material and therefore excellence in flatness, sizes and minor chips on edges cannot be guaranteed.

(h) Design Experts: Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.

(i) As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken

diligently but complete dis-appearance of such cracks cannot be ascertained.

(j) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.

(k) That the arrangement for adequate water supply in the said project shall be done by deep / shallow bore well/s and also the required filtration as designed and recommended by the expert consultants on the basis of the then available data and parameters. However, water from bore well/s are a natural resource and inherently being of ever evolving nature, no one can guarantee consistency, quantity, accuracy, quality and its contents in the future.

(l) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Promoter and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.

(m) All information, specifications, renderings, visual representations and plans may not be 100 percent correct and accurate at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

#### **SCHEDULE 'E' PART I**

#### **COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL SEGMENT OF THE SAID PROJECT**



1. Vehicle Parking areas / spaces both in the ground floor and in the basement level within the said project and the Promoter reserves its rights / the rights to earmark the right to park car/s in the above said parking areas / spaces of the said project to the allottee(s) of the Residential Segment only for the exclusive use of any / each unit which is the part of common areas and facilities reserved for exclusive use and enjoyment of allottee/purchaser/occupant of that particular Apartment/s / Unit/s to the complete exclusion of other allottees/purchasers/occupants..

2. Multipurpose Hall

3. Swimming Pool with deck

4. AC Board Room / Digital Class Room

5. AC home theatre cum lounge

6. AC Indoor Kids Play Area

7. Podium at 1<sup>st</sup> Floor level with garden

8. Kids Pool

9. AC Indoor Games Room

10. Fully equipped AC gymnasium

11. AC work from home / meeting room / library

12. Pets Zone

13. EPDM Kids play area

14. Multipurpose Court

15. Green area with seating arrangement

16. Amenities & Facilities in the ultimate top Roof (terrace).

## **SCHEDULE 'E' PART II**

### **COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR COMMERCIAL SEGMENT OF THE SAID PROJECT**

1. A common passage of 5 feet width just behind the commercial shops left vacant which is exclusively for the beneficial use and enjoyment of the Allottee of commercial shops/ office space/shopping mall segment for the purpose of service installation/s, maintenance and for exhaust and ventilation.
2. Car parking area / open space in front of the Commercial Segment apart from the goomty / security guard room in both corners of entry and exit

### **SCHEDULE 'E' PART III**

#### **COMMON AREAS, AMENITIES AND FACILITIES FOR BOTH THE COMMERCIAL & RESIDENTIAL SEGMENT OF THE SAID PROJECT**

1. Sewerage system, drainage system & water supply System, pumps, motors including water filtration plant if any
2. Electrical Supply inclusive of VCB Panel and LT Panel, electric room/s / meter room/s
3. Transformers/electrical system
4. DG Set along with its installation/s
5. Fire fighting system including Underground Water tanks, over head water tanks and underground fire tank, fire pumps & panel and fire panel / pump room
6. Internal access Road/driveways / walkways
8. STP
9. 4013.37 sqm. Project land.
10. Guard Room / Security Cabin, security cum office room and staff/drivers Toilet within MayFair Majestic
11. Staircases, lifts and lift lobbies, fire escapes, and common entrances and exits
13. Street lights
14. Ultimate roof / terrace (which shall be limited for the commercial segment only to the extent of setting up communication towers or other installations, VSAT, Dish and/or other antennas and other communications and satellite systems only for the business purpose of the allottees of the Commercial Segment which excludes letting / sub-letting / renting / leasing and for other similar purposes and specifically excludes for the commercial segment the rights to use the amenities, facilities, privileges built in the ultimate roof / terrace and other spaces in the ultimate roof / terrace).