

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this     day of     , 2023 by and between **LOHARUKA INFRASTRUCTURE PRIVATE LIMITED**, (CIN No. U18100WB1998PTC087772), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Shastri Bagan, First Floor, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN- AABCG6822C), represented by its Authorised Signatory **(Mr.) Kailashpati Agarwal**, (PAN- BUJPA8468C), son of Late Shanti Swarup Agarwal, presently residing at Greenwoods Premium, Block-B, Flat No. 602, Kaikhali, Chiriamore, P.O.- R Gopalpur,

Kolkata-700 136, duly authorized vide board resolution dated 16th October, 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 and permitted assigns) of the **FIRST PART** :

**AND**

(1) **Mr. / (Mrs.)** ----- (Aadhaar No. \_\_\_\_\_) son/daughter /wife of ----- aged about --- Years, residing at -----  
----- (PAN: -----), and (2) **(Mrs.)** ----- (Aadhaar No. -----) son of ----- aged about --- Years, residing at -----  
----- (PAN: -----) hereinafter jointly and/or collectively called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART** :

**AND**

(1) **MD. AZAM**, (Aadhaar No. 8622 9539 6033), (PAN: BPEPA6714D), and (2) **MD. ANOWAR**, (Aadhaar No. 9717 8837 3307), (PAN: AAIPA 0910B), both are son of Late Md. Ayub, and both are an Indian Citizen, by Faith- Islam, by Occupation- Business and residing at Raigachi, (Munshipara), P.O & P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700 135, represented by their Constituted Attorney **Loharuka Infrastructure Private Limited**, [through its Authorised Signatory **(Mr.) Kailashpati Agarwal**, son of Late Shanti Swarup Agarwal, presently residing at Greenwoods Premium, Block-B, Flat No. 602, Kaikhali, Chiriamore, P.O.- R Gopalpur, Kolkata-700 136, (I.T. PAN- BUJPA8468C), duly authorized vide board resolution dated 16th October, 2023] duly appointed vide General Power of Attorney dated 12th October, 2012, registered with Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book-I, CD Volume No.18, Pages from 6198 to 6208, Being No. 12947 for the year 2012 and (3) **HOSSAIN MUSTAFI**, (Aadhaar No. 5547 4425 5920), (PAN: AGWPM7275K), son of Golam Mohammad, residing at Raigachi, (Battala), P.O & P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700 135, represented by his Constituted Attorney **Loharuka Infrastructure Private Limited**, [through its Authorised Signatory **(Mr.) Kailashpati Agarwal**, son of Late Shanti Swarup Agarwal, presently residing at Greenwoods Premium, Block-B, Flat No. 602, Kaikhali, Chiriamore, P.O.- R Gopalpur, Kolkata-700 136, (I.T. PAN- BUJPA8468C), duly authorized vide board resolution dated 16th October, 2023], duly appointed vide General Power of Attorney dated 27th February, 2017, registered with Additional District Sub-Registrar, Rajarhat, recorded in Book-I, Volume No.1523-2017, Pages from 43360 to 43376, being No. 152301437 for the year 2017, hereinafter jointly and/or collectively referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors-in-interest and assigns) of the **THIRD PART** :

The Owners, the Promoter and the Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. The Owners along with the Promoter are the full and lawful owners of a plot of land i.e., All That the piece and parcel of the land containing an area of 55.672 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in L.R. Dag No. 883 and 885, recorded in L.R. Khatian No. 2427, 2428, 2429, 103, 61 and 1973, under Police Station– Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District-North 24-Parganas, more fully described in **Part-II** of the **Schedule-A** ("**Said Land**") vide sale deed(s) and other chain of title as mentioned in **Part-III** of the **Schedule A** hereto.
- B. The Owners and the Promoter have entered into two joint development agreements (1) Dated 11<sup>th</sup> day of October 2012 duly registered with Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 18, Pages 6169 to 6197, Being No. 12946 for the year 2012, executed between Developer and the Owner No. 1 and the Owner No. 2 herein, and (2) Dated 27th day of February, 2017 duly registered with Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2017, Pages from 43547 to 43581, Being No. 152301421 for the year 2017, executed between the Developer and the Owner No. 3 herein.
- C. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **GREEN VEGA** ("**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. Notice of commencement to the Rajarhat Bishnupur 1 No. Gram Panchayat was submitted vide letter dated 20.09.2022 by the Promoter of the Project, intimating the date of commencement as 10.10.2022.
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project, being Approval Order No. 1129/RPS dated 13.09.2022 from Rajarhat Panchayat Samity. 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 has registered the Project under the provisions of the Act with Real Estate Regulatory Authority at Kolkata No. -----.
- H. The Allottee/s had applied for an apartment in the Project, vide application dated ----- and has been allotted apartment No. ----- having Carpet Area of ----- (-----) square feet, more or less and balcony having carpet area ---- (-----) Square feet, more or less, on ----- (-----) Floor in Block----- ("**Building**") along with one ----- parking (Covered / Semi-Covered) in Ground Floor of Block- -----, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act hereinafter referred

to as the "**APARTMENT**" more particularly described in **Part-I** of the **Schedule A** and the floor plan of the Apartment and Car Parking Space is shown in **Part-I** and **Part-II** of the **Schedule B** herein;

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The additional disclosures/details agreed between the parties are contained in Clause- 34 and Clause-35 herein.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree to purchase the Apartment as specified in paragraph-H, hereinbefore.
- II. NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agree to purchase, the Apartment as specified in Paragraph H.
- 1.2 The Total Price for the Apartment based on the Carpet Area is **Rs. -----/- (Rupees -----) only together with Goods & Services Tax, as applicable ("Total Price") :**

PARTICULARS	PRICE (in Rs.)	G.S.T., as applicable (in Rs.)
Apartment/Unit No. -----, more fully detailed in the Schedule- A, herein.	-----/-	-----/-
TOTAL:	-----/-	-----/-
<b><u>Total Price:</u></b> (Sum total of Price and G.S.T., as above):	-----/-	

Note: The Goods & Services Tax (G.S.T.) and other applicable taxes, if any, applicable on the Price shall be payable by the Allottee/s as per prevalent rates, thus may vary in future.

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T., if any as per law and Cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

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

- (iii) The Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of the Apartment includes: 1) Pro-rata share in the Common Areas; and 2) parking, if any, as provided in the Agreement;
  - (v) In addition to the Total Price, the Allottee/s shall also pay Other Charges as mentioned in Clause-36 (i) herein and Deposits as mentioned in Clause-36 (j) herein;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee/s 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/s 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/s, which shall only be applicable on subsequent payments.
- 1.4 The Allottee/s shall make the payment as per the payment plan set out in **Schedule-C** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing

rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s. 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 per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after 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 the Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand that from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made proportionate to the price as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9, the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below.
  - (i) The Allottee/s shall have exclusive ownership of the Apartment.
  - (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of Allottee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided, proportionate title in the Common Areas to the Association of Allottee/s, as provided in the Act.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, if so required, and includes cost for providing all other facilities, as provided within the Project;
- 1.9 It is made clear by the Promoter and the Allottee/s agree that the Apartment along with one parking, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project or zone and shall not form a part of and/or

linked/combined with any other 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 as per **Schedule- E** shall be available for use and enjoyment of the Allottee/s of the Project.

- 1.10 It is understood by the Allottee/s that all other areas, i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972;
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages, if taken by the Promoter or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.12 The Allottee/s have paid a sum of **Rs. -----/- (Rupees -----)** only, being part payment towards the Total Price of the Apartment until or at the time of agreement, the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule-C**] as may be demanded by the Promoter within the time and in the manner specified therein, Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s 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 **AJNA COMMERCIAL PRIVATE LIMITED**, payable at Kolkata. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves, as mutually agreed between them.

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

- 3.1 The Allottee/s, 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, 1934 and the Rules and Regulations made there under or any

statutory amendments/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 the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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/s 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/s only.

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

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common Areas to the association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate, as the case may be. Similarly, the Allottee/shal make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule-C ("Payment Plan").

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

The Allottee/s has seen the specification of the Apartment and accepted the Payment Plan, floor plans, layout plans [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans



and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Rajarhat Panchayat Samity and/or New Town Kolkata Development 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.

**7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the Apartment:**

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 30<sup>th</sup> June, 2026, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession:**

The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice, and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing immediately days of receiving the occupancy certificate of the Project.

**7.3 Failure of Allottee/s to take Possession of Apartment:**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee/s shall within the period mentioned in such intimation take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in para 7.2, such Allottee/s shall continue to be liable to pay maintenance charges.

**7.4 Possession by the Allottee/s:**

After obtaining the completion certificate\* and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, as per the local laws:

**7.5 Cancellation by Allottee/s:**

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

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

**7.6 Compensation:**

The Promoter shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee/s in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

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

The Owners and the Promoter hereby jointly represents and warrants to the Allottee/s as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (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 in the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/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 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/s created herein, may prejudicially be affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s 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 to the Allottee/s and the common areas to the Association of the Allottee/s;
- (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 Wakf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- (i) Stop making further payments to Promoter, as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- (ii) 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 Apartment, along with interest at the rate prescribed in the Rules within forty-five 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/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Apartment.

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

- (i) In case the Allottee/s fails to make payments for any demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the Allottee/s on account of Taxes paid by the Allottee/s and/or stamp duty and registration charges incurred by the Allottee/s. The Allottee/s shall, at his/her/their own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

The Owners and the Promoter, on receipt of Total Price of the Apartment under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupancy Certificate. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s. The Allottee/s shall also be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the Competent Authority(ies).

**11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottee/s upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee/s separately in addition to the Total Price of the Apartment.

**12. DEFECT LIABILITY:**

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

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

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

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**15. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any located within the Freshia-I shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

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

16.1 Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to comply with the house rules as per Schedules-E-1 hereto and maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s

shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/S:**

The Allottee/s is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee/s hereby undertakes that he/she/they shall comply with and carryout, from time to time after he/she/they has/have taken over the occupation and use of the said Apartment, all the requirements, requisitions, demands and repairs, which are required by any competent authority in respect of the Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies), except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottee/s that the Project in its entirety is in accordance with the provisions of the West Bengal Ownership Apartment Act, 1972. The Promoter is showing compliance of various laws/regulations as applicable in west Bengal.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, Firstly, the Allottee/s 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/s and Secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.

**23. RIGHT TO AMEND:**

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

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

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

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

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

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

**26. SEVERABILITY:**



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

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

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

**30. NOTICES:**

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

**Allottee/s: (MR.) .....**

**Address .....**

**Promoter: LOHARUKA INFRASTRUCTURE PRIVATE LIMITED**

DC-9/28, Shastri Bagan, Ground Floor,

Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059

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

**31. JOINT ALLOTTEE/S/S:**

That in case there are Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34. RESTRICTIONS ON ALIENATION:**

Before taking actual physical possession of the Apartment in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing Provided That the Allottee may transfer or alienate the Apartment or its rights under this Agreement with the consent in writing of the Promoter and after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement And Subject Nevertheless To the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the Apartment in its own favour or in favour of their nominee Provided That in case the Allottee shall require the transfer to be made in favour of its nominee then the Allottee shall be bound to pay to the Promoter a nomination fee/ charge equivalent to 3% (Three percent) of the Total Price and similar fee shall be payable for all subsequent nominations (it being clarified that for the purpose of calculating the nomination fee/ charge for subsequent nominations, the Total Price shall be the aggregate of the Total Price herein mentioned plus the nomination bargain money/ profit of the

transferor/ appointer, including all interim nomination bargain moneys/ profits in cases of multiple nominations) AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to approval of the Promoter who shall be entitled to refuse such approval without assigning any reason;

- ii) The Promoter or the Owners shall not be required to be a party to any nomination transfer or alienation as aforesaid and shall consent to such nomination transfer or alienation only upon being paid the fee/ charge as aforesaid;
- iii) Any such nomination transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iv) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/ transferee;
- v) Under no circumstances, the Allottee shall be entitled to let out the Apartment before possession of the Apartment is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee' obligations hereunder.
- vi) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

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

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

**35. OTHER PROVISIONS:**

35.1 The Allottee shall not in any manner cause any objection obstruction interference hindrance impediment or interruption at any time hereafter in obtaining sanction of plans and/or in the construction or completion of construction of or in the Housing Complex or other parts of the said Land in any manner (notwithstanding the delivery of possession of the Apartment to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Building/s or the Housing Complex or the said Land or any Phase thereof or the sale or transfer of the other Units in the Housing Complex is in any way interrupted or objected or obstructed or interfered or interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions

herein contained and if due to any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter or the Owners are restrained from construction / development as aforesaid and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Promoter or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter or the Owners or any of them.

- 35.2. Save the Apartment, the Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other flats / units and spaces or store-rooms or constructed areas or parking spaces at the said Land or the Housing Complex or the Building/s thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats may have the exclusive open to Sky Terrace / Gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the Apartment under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Buildings / Blocks at the said Land and also the covered spaces in the Buildings / Blocks (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8 Save the Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Land and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter

in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- 35.9 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Promoter/ Owners shall be entitled to additional constructions/ floors as may be sanctioned/ sanctionable by the concerned authorities which the Promoter and relevant Owners (as per arrangement between them) shall be entitled to construct and deal with as they may in their absolute discretion deem fit and proper, to which the Allottee hereby consent and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional floors/ construction, the proportionate undivided share of the Allottee in the Common Areas and Installations (including the land, if and as applicable) shall be and/or is likely to stand reduced and for which the Allottee shall not claim or demand any reduction/ variation in the Total Price payable hereunder by the Allottee.
- 35.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Land and each of them lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Land viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations (including the land of Phase-I, if and as applicable) shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the Total Price and other amounts payable by the Allottee hereunder nor to claim any amount or Total Price from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.11 It is expressly agreed understood and clarified that the Promoter and/or the Owners shall be absolutely entitled to enter into any agreement or arrangement with the owners of any adjoining properties on such terms as be agreed with the owners of such adjoining properties (including by way of purchase of the same or by joint development/ venture or otherwise as the Promoter and/or the Owners may deem fit and proper). In such event, such additional land added on to the said Land (hereinafter for the sake of brevity referred to as the "Enlarged Property Under Development") shall increase the scope and ambit of the development envisaged by the Owners and the Promoter and

the proportionate share of the Allottee in various matters may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the Total Price and other amounts payable by the Allottee hereunder nor to claim any amount or Total Price from the Promoter/ Owners on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Owners.

- 35.12 The Promoter and/or the Owners may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/ contiguous to the said Land thereby allowing/ permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities or some of them, and the Allottee hereby consents to the same.
- 35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right in perpetuity to install its own glow signs and signages at the Main Entrance of the Housing Complex, the Ultimate Roof/s of the Buildings, Club Entrance etc., without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the ultimate roofs for the time being of the Buildings / Blocks or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same. The Promoter shall also be entitled to enter upon the Housing Complex or any part thereof with or without men materials and vehicles for the purpose of repairs replacements renovations etc., thereof;
- 35.14. The Allottee shall have no connection whatsoever with the Allottee / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottee / Unit Holders (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.15 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.16 For the purpose of facilitating the payment of the Total Price, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the

instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, Subject However To the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the Apartment, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

- 35.17 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Land or any part / phase / sub-phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required there for and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable there for, then the same shall be borne paid and discharged by the Allottee / Unit Holders (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable there for in any manner and the Allottee and the other Allottee / Unit Holders shall keep the Promoter and the Land Owners fully indemnified with regard thereto;
- 35.18 In the event the Promoter undertakes development of and launches the other phases at the said Land prior to commencement of conveyance and transfer of units comprised in Phase-I (which is a sub-phase of the Project), then notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Allottee/ unit-holders of all the phases shall have proportionate undivided share in the Said land and not merely in their respective sub-phases.
- 35.19 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Housing Complex or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.20 In case any mechanical parking system is installed at any place in the said Land, the same shall be managed maintained and up kept by and at the costs and expenses of the Allottee thereof.

35.21 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**36. OTHER TERMS AND CONDITIONS AS PER THE CONTRACTUAL UNDERSTANDING BETWEEN THE PARTIES:**

- (a) All payments shall be made by the Allottee/s against proper receipts by the Promoter and the Allottee/s shall not be entitled to claim nor to set up any oral evidence regarding the payment.
- (b) The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee/s on the Total Price payable to the Promoter and the same shall be deposited by the Allottee/s to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee/s in depositing such TDS.
- (c) The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee/s. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee/s shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee/s and the Allottee/s has satisfied himself about such rights of the Promoter.
- (d) Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee/s either independently or in common with any other Co-owner.
- (e) The Project contains open and covered parking spaces as per the sanctioned plan ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking as "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottee/s who need the same and apply for the same with preference being given by the Promoter to those Allottee/s who do not otherwise have parking space in the Project. The Allottee/s agrees and undertakes that he/she/they shall not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee/s nor to disturb the use of the allotted parking space by the concerned Allottee/s.
- (f) The Promoter intends to make additions and alterations to the Building Plans without affecting the Apartment or reducing the amenities and facilities



mentioned in Schedule- D and Schedule- E. The Promoter shall take consent of the Allottee/s at the appropriate time if and to the extent required under the Act.

- (g) The Allottee/s acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided That the Promoter shall make any such additional construction upon obtaining approval of plans by the Rajarhat Bishnupur 1 No. Gram Panchayat and/ or the Competent Authority and upon complying with the applicable provisions of the Act and/or Rules.
- (h) Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- (i) Other Charges: In addition to the Total Price, the Allottee/s shall pay to the Promoter the following amounts:
  - i. Documentation Charges: A sum of Rs.38,000/- (Rupees Thirty Eight Thousand only), 50% of which shall be payable at the time of the Agreement and balance 50% shall be payable on or before the date of taking possession of the Apartment.
  - ii. Charges and expenses for formation of Association, as be reasonably demanded by the advocate for this purpose.
  - iii. Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
  - iv. Proportionate share of costs, charges and expenses in respect of additional fire safety measures, if required, to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing firefighting code/ regulations.
  - v. Goods and Service Tax on the above amounts.
- (j) Deposits: The Allottee/s shall also pay and/ or deposit and keep deposited the amounts on the following heads:
  - i. Security Deposit as be demanded by the West Bengal State Electricity Distribution Company Limited (WBSEDCL) for individual meter in respect of the Apartment.

- ii. The Allottee/s shall deposit with the Promoter a sum calculated @ Rs. 36/- (Rupees Thirty Six) per square feet on Built-up Area of the apartment, as interest free security deposit towards maintenance charges, till date the maintenance of the Project is in the hands of the Promoter, thereafter the said deposit shall be handed over to the Association, after deducting the amount dues to the Promoter.
  - iii. The Allottee/s shall deposit and/or keep deposited with the Promoter a sum, as may be reasonably required by the Promoter from the Allottee/s, as interest free security deposit towards Panchayat Tax, as be assessed, on the Apartment, payable by the Allottee/s from the date of taking handover of the Apartment from the Promoter till date Allottee/s get his/her/their name recorded/ mutated with the Panchayat or the Competent Authority and pay up-to-date Panchayat Tax on Apartment.
  - iv. Security Deposit as be demanded by the any other authority or authorities on any such account or accounts, related to the Apartment, shall be payable by the Allottee/s.
  - v. The payment of deposits, as mentioned hereinbefore, shall be made by the Allottee/s to the Promoter within 7 days of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement.
  - vi. Goods and Service Tax on the above amounts, if applicable.
- (k) The Allottee/s shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Apartment and/or the Common Areas).
  - (l) Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
  - (m) The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee/s and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favor of the Association, to which the Allottee/s hereby agrees.
  - (n) The ownership and enjoyment of the Apartment by the Allottee/s shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in **Schedule- E-1** hereto.

- (o) The Allottee/s may only after a period of 24 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @3% (three percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee/s and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee/s or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @3% mentioned in this clause in respect of the Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee/s shall be payable by the Allottee/s or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee/s in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee/s shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee/s to the Promoter in respect of the Apartment are fully paid up and a No Dues certificate is obtained by the Allottee/s from the Promoter.
- (p) The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of sixty months from the date of the Completion Certificate.
- (q) The Power backup from the common Diesel Generator (DG) set for common area and also 1.00/ 0.75 KVA there from to the Apartment during WBSUEDCL power failure shall be provided. The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee/s, in case it takes possession of the Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- (r) **AREA CALCULATION:**

- i. **Carpet Area of an Apartment/Unit:** The carpet area for the Apartment or any other Unit shall mean the entire floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
  - ii. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment/Unit.
  - iii. **Built-up Area:** The built-up area of an Apartment/Unit shall mean the Carpet Area of such Unit or any other unit Together with area covered by a Balcony/Balconies, attached with such Unit or any other unit And Together with 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony And Together with 100% (Hundred percent) of the area covered by all other external walls of the such Apartment/Unit and Balcony.
  - iv. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Apartment/Unit.
  - v. **Unit Area for Common Area Maintenance (CAM):** For the purpose of payment of the proportionate of CAM charges by the Allottee/s, the area shall be the sum total of the Built-up Area which is ----- (-----) -----) Square feet, more or less.
- (s) The Promoter has taken/ may take loans/ construction finance for construction of the Project by mortgaging the said Land and the construction Provided However That any such mortgage if it relates to the Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee/s in terms hereof.
  - (t) In case the Allottee/s, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the Total Price envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee/s alone
  - (u) Unless changed by the Promoter, Messrs. Monojit Das & Associates of 288, Kali Sen Road, Tribeni, Hooghly, PIN 712 503, shall be the Architect for the Project.
  - (v) The Project shall bear the name “**GRREN VEGA**” or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
37. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- a. **THIS AGREEMENT** shall mean the Agreement and Schedules all read together.

- b. **CO-OWNERS** shall mean (a) all the Allottee/s of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
- c. **PROJECT/ HOUSING COMPLEX AND/OR BUILDING/S OR NEW BUILDING/S** shall mean and include the housing complex named "LOHARUKA GREEN VEGA" consisting of two buildings / blocks by the Promoter at the said Land. .
- d. **SANCTIONED PLAN** shall mean the plan sanctioned by the Rajarhat Panchayat Samity and vetted by the Zilla Parishad and/or the New Town Kolkata Development and/ or the Competent Authority, as the case may be, vide Approval Order No. 1129/RPS dated 13.09.2022 for construction of the Building/s at the said Land and shall include sanctionable modifications and/or renewal thereof and/or alterations thereto as may be made from time to time by the Promoter.
- e. "**other exigencies**" shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- f. **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Said Land as mentioned and specified the SCHEDULE- 'E' to these presents and as be expressed or intended from time to time by the Promoter for exclusive use and enjoyment by the occupants of the Housing Complex.

It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter shall in its absolute right deal therewith to which the Allottee/s hereby consents.

- g. **COMMON EXPENSES** shall mean and include (i) all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations; and (ii) all expenses to be incurred for the management maintenance upkeep and administration of the Common Amenities and Facilities ("the Club facility"); and rendition of common services in common to the co-owners of the Said Land and/or the Project and all other expenses for the common purposes (including those mentioned in the **SCHEDULE- E-2** hereunder written) to be contributed and shared by all the Co-owners;

- h. **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter;
- i. **SCHEDULED DATE** shall mean the date of completion of the Project as per registration with the Authority and include the extension of registration, if any, granted to the said Project by the Authority, as per the Act;
- j. **COMMON PURPOSES** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- k. Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;
- l. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly, words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

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

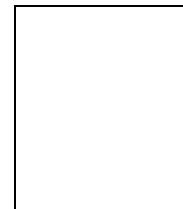
**SIGNED AND DELIVERED BY THE WITHIN NAMED :**

**Allottee/s:** (including joint buyers)

(1) Signature \_\_\_\_\_

Name: **(Mr.)** -----

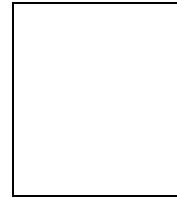
Address: -----



(2) Signature \_\_\_\_\_

Name: **(Mrs.)** -----

Address: -----



**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Promoter:**

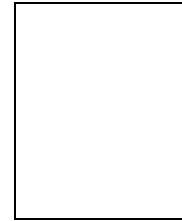
Signature \_\_\_\_\_

Name: **(Mr.) Kailashpati Agarwal**

As Authorised Signatory of:

**LOHARUKA INFRASTRUCTURE PRIVATE LIMITED**

Address : DC-9/28, Shastri Bagan, Deshbandhu Nagar,  
Ground Floor, P.S. Baguiati, Kolkata-700 059.



**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Owners through their Constituted Attorney

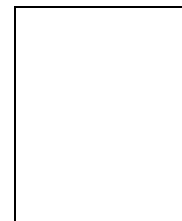
**LOHARUKA INFRASTRUCTURE PRIVATE LIMITED**

through its Authorised Signatory

Signature \_\_\_\_\_

Name: **(Mr.) Kailashpati Agarwal**

Address: Greenwoods Premium, Block-B, Flat No.602,  
Kaikhali, Chiriamore, Kolkata 700 136.



At Kolkata on ----- day of -----, 2023 in the presence of:

WITNESSES:

- 1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
S/W/D of \_\_\_\_\_  
Address \_\_\_\_\_
  
- 2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
S/W/D of \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE- A**

**(Part-I)**

1.1 **APARTMENT: ALL THAT** the Flat being Apartment/Unit No. -----, containing a carpet area of -----(-----) Square feet, more or less, along with the Balcony having carpet area ----- (-----) Square feet, more or less, in total ----- (-----) Square feet, on the Fourth floor of the Block- ----- of the Project at the said Land, more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **RED** colour therein;

1.2 **CAR PARKING SPACE:**

**ALL THAT** Car Parking space, in the Ground Floor of Block- ----, being Car Parking Space No. -----, for parking of one medium sized motor car more fully shown in a MAP in **Part-II** of **Schedule-B** hereto and duly demarcated with **BLUE** colour therein;

**or**



**ALL THAT** the Car Parking Space, in the Ground Floor of Block- ---, being Car Parking Space No. -----, for parking a medium sized motor car on the basis of sharing of the entry and exit of the motor car, commonly with the Car Parking Space No.\_\_\_\_, more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **BLUE** colour therein;

**or**

**ALL THAT** the Car Parking Space, being No. -----, (subject matter of this allotment), allotted in a mechanical two storied Car Parking structure capable of parking two medium sized motor car (parking of which shall always be dependent to each other), erected and installed in the Ground Floor of Block- ----- . Location of the said structure is more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **BLUE** colour therein;

**(Part-II)**

**The SAID LAND**

**ALL THAT** piece and parcel of the land containing an area of 55.672 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in L.R. Dag No. 883 (Area- 51.672 Decimal) and 885 (Area- 4.0 Decimal), recorded in L.R. Khatian No. 2427, 2428, 2429, 103, 61 and 1973, under Police Station– Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, butted and bounded as follows:

On the **North**: By remaining portion of R.S. Dag Nos. 883 (Part);

On the **South**: By Rajarhat Main Road;

On the **East**: By 8'-0" wide common Passage;

On the **West**: By R.S. Dag No. 888 and 886;

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

**(Part-III)**

**Sale deed(s) and other chain of title**

1. By inheritance and virtue of the Record of Rights (1) Md. Anowar, the Owner No.1 herein, and (2) Md. Azam, the Owner No.2 herein, are the recorded owner of ALL THAT piece and parcel of land admeasuring 28.25 Decimal, lying and situated at Mouza- Raigachi, J.L. No. 12, comprised in R.S./L.R. Dag No. 883, recorded in L.R. Khatian No. 103 and 61, respectively. To avoid any dispute and differences in the family, mother and sisters of (1) Md. Anowar, and (2) Md. Azam, by virtue of several deeds gifted, sold and transferred

their right, title and interest in the aforesaid land recorded in the name of (1) Md. Anowar, and (2) Md. Azam, detailed herein:

- 1.1 By a Gift Deed dated 7th July, 2020 one Nurunessa Bibi wife of Late Md. Ayub, out of her natural love and affection to her son Md. Azam (the Owner No. 1 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 1.17 (One point One Seven) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. AJAM, duly registered in the office of Additional District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180870 to 180890, being No.152304191 for the Year 2020, absolutely and forever;
- 1.2 By an another Gift Deed dated 7th July, 2020 one Nurunessa Bibi wife of Late Md. Ayub, out of her natural love and affection to her son Md. Azam (the Owner No. 1 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 1.18 (One point One Eight) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. AJAM, duly registered in the office of Additional District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180970 to 180990, being No.152304193 for the Year 2020, absolutely and forever;
- 1.3 By a Gift Deed dated 7th July, 2020 one Nurunessa Bibi wife of Late Md. Ayub, out of her natural love and affection to her son Md. Azam (the Owner No. 1 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 1.18 (One point One Eight) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. AJAM, duly registered in the office of Additional District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I,

Volume No. 1523-2020, Page from 180891 to 180911, being No.152304190 for the Year 2020, absolutely and forever;

- 1.4 By a Gift Deed dated 7th July, 2020, (1) Sultana Jinnatun, (2) Kaniz Fatema, and (3) Sultana Samsun Nehar, out of their natural love and affection, which they bear for their brother Md. Anowar (the Owner No. 2 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 9.27 (Nine point Two Seven) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. ANOWAR, duly registered in the office of Additional District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180912 to 180969, being No.152304192 for the Year 2020, absolutely and forever;
- 1.5 By a Sale Deed dated 31st March, 2022, Mosammad Anich Fatema, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 3.0899 (Three point Zero Eight Nine Nine) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. ANOWAR, duly registered in the office of District Sub-Registrar-II, District- North 24 Parganas and recorded in Book-I, Volume No. 1502-2022, Page from 62013 to 62034, being No.150201795 for the Year 2022, absolutely and forever;
2. By a Sale Deed dated 25th August, 2011 (1) MD. YOUSUF, along with (2) Hamida Begum. (3)Md. Motin Munshi, (4) Md. Moin Munshi, (5) Samsur Nahar, and (6)Kanchan Bibi, and (7) Monimala Khatun, therein collectively called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 16.53 (Sixteen point Five Three) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.266, 1867, 351 and 1866, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of (1) MD. ANOWAR, the Owner No.1 herein, and (2) MD. AJAM, the Owner No.2 herein, therein called the Purchaser, which is registered in the office of District Sub-Registrar-II, North 24 Parganas

and recorded in Book-I, CD Volume No.38, Pages- from 1368 to 1386, Being No.11555 for the Year 2011, against the valuable consideration mentioned therein, absolutely and forever;

3. By a Sale Deed dated 28th March, 2012 one MD. YOUSUF alias Munshi Mohd. Yousuf, therein called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 2 (Two) Cottah 8 (Chittacks) and 42 (Forty Two) square feet, more or less, equivalent to 4.2287 Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.1867 and 266, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of one MD. ANOWAR, the Owner No.1 herein, therein called the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, CD Volume No.6, Pages- from 6919 to 6932, Being No.04002 for the Year 2012, against the valuable consideration mentioned therein, absolutely and forever;
4. By a Sale Deed dated 28th March, 2012 one MD. YOUSUF alias Munshi Mohd. Yousuf, therein called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 2 (Two) Cottah 9 (Chittacks) and 13 (Thirteen) square feet, more or less, equivalent to 4.2654 Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.1867 and 266, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of one LOHARUKA INFRASTRUCTURE PRIVATE LIMITED, the Developer herein, therein called the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, CD Volume No.6, Pages- from 6888 to 6901, Being No.04000 for the Year 2012, against the valuable consideration mentioned therein, absolutely and forever;
5. By a Sale Deed dated 28th March, 2012 (1) Md. Riyazur Rahaman, (2) Sahidur Rahaman, (3) Rajia Khatoon, (4) Khodeja Khatoon, and (5) Rehena Khatoon, therein collectively called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 4 (Four) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in L.R. Dag No. No. 885, along with other Dag, recorded in L.R. Khatian No.478, within the

limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of (1) LOHARUKA INFRASTRUCTURE PRIVATE LIMITED, the Developer herein, and (2) MD. ANOWAR, the Owner No.1 herein, therein collectively called as the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, CD Volume No.6, Pages- from 6902 to 6918, Being No.04001 for the Year 2012, against the valuable consideration mentioned therein, absolutely and forever;

6. By a Sale Deed dated 2nd January, 2004 (1) Hamida Begum. (2)Md. Motin Munshi, (3) Md. Moin Munshi, (4) Samsur Nehar, and (5)Kanchan Bibi, and (6) Moni Khatun, therein collectively called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 5 (Five) Cottah 2 (Two) Chittacks and 4 (Four) Square Feet, more or less, equivalent to 8.4637 Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.351, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of HOSSAIN MUSTAFL, the Owner No.3 herein, therein called the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, Volume No. 8, Pages- from 197 to 215, Being No. 00131 for the Year 2004, against the valuable consideration mentioned therein, absolutely and forever;
7. After the aforesaid inheritance and purchases, the Owners and the Promoter, recorded their respective names in the Records of Rights with the B.L. & L.R.O., Rajarhat as owners of the aforesaid Land, detailed hereunder:

Owner's Name	L.R. Khatian No.	Area owned in L.R. Dag No.883 (In Decimal)	Area owned in L.R. Dag No. 885 (In Decimal)	Total Area owned by the Owner	Total Area given for Development
MD. ANOWAR	103	14.125	0.00	14.125	40.9482
MD. ANOWAR	2427	12.4937	2.00	14.4937	
MD. AJAM	61	14.125	0.00	14.125	
MD. AJAM	2428	8.265	0.00	8.265	

Loharuka Infrastructure Pvt. Ltd.	2429	4.2601	2.00	6.2601	6.2601
HOSSAIN MUSTAFI	1973	8.4637	0.00	8.4637	8.4637
Total Area of land for development (In Decimal)					55.6720

8. Thus, out of the aforesaid ownership of land, the Owners and the Developer, being sole and absolute owners, have agreed to develop ALL THAT piece and parcel of the land containing an area of 55.672 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in L.R. Dag No. 883 (Area- 51.672 Decimal) and 885 (Area- 4.0 Decimal), recorded in L.R. Khatian No. 2427, 2428, 2429, 103, 61 and 1973, under Police Station– Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, hereinafter and hereinbefore called as “the **Said Land**”, more fully described in the **Schedule- A** , hereinabove.

**SCHEDULE- B**

**(Part-I)**

**Floor Plan Of Apartment**

**SCHEDULE- B**

**(Part-II)**

**Floor Plan Of the Car Parking Space**

**SCHEDULE- C**

**(Payment Plan)**

The Total Price shall be paid by the Allottee to the Promoter in installments as follows:

Booking Amount	10% of the Total Price (Rs.2,00,000.00 paid at the time of filling and submission of application form. Balance payable within 15 days from the date of submission of application form.)
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On Agreement - within 30 days of Application/Booking	20% of the Total Price (including Booking Amount)
On Completion of Piling work of the respective Block/ building.	10% of the Total Price.
On completion of ground floor roof slab casting of the respective Block/ building.	10% of the Total Price.
On completion of first floor roof slab casting of the respective Block/ building.	10% of the Total Price.
On completion of third floor roof slab casting of the Block-A <b>OR</b> on completion of second floor roof slab casting of the Block-B, as be applicable.	10% of the Total Price.
On completion of fifth floor roof slab casting of the Block-A <b>OR</b> on completion of third floor roof slab casting of the Block-B, as be applicable.	10% of the Total Price.
On completion of seventh/ top floor roof of the Block-A <b>OR</b> on completion of fifth/ top floor roof slab casting of the Block-B, as be applicable.	10% of the Total Price.
On starting of brick work/ plastering of the Apartment.	10% of the Total Price.
On starting of flooring/ other finishing work of the Apartment.	5% of the Total Price.
On Notice for Possession of the Apartment.	5% of the Total Price.

#### **SCHEDULE- D**

##### **Specifications, Amenities and Facilities (which are part of the Apartment)**

- **Structure:** RCC framed construction.
- **Internal walls:** Cement plastering overlaid with smooth, impervious plaster-of-paris.
- **Doors:** wooden door frame with 32 mm thick flush doors.
- **Windows:** Aluminum windows with large panes.
- **Flooring:** Vitrified tile flooring in all bedrooms, living/dining room and common areas.
- **Kitchen:** Floor vitrified/ceramic tiles, counter tops granite with steel sink, dados ceramic tiles up to a height of 2 feet from the granite top.
- **Toilet:** floor ceramic tile flooring, dados ceramic tiles up to 6'-0" height. Geyser points in all bathrooms.
- **Balcony:** Decorative MS railings up to 3 (Three) Feet Height. One washing machine point in one balcony shall be provided.

- **Sanitary ware:** White porcelain fittings of genuine make.
- **CP Fittings:** Chromium plated fittings of genuine make.
- **Electrical:** Superior quality concealed wiring with the modular switches and miniature circuit breakers of genuine make. One T.V. point in living room and one in master bedroom shall be provided. One A. C. point in all bed room shall be provided.

### **SCHEDULE- E**

#### **Specifications, Amenities and Facilities (which are part of the Project)**

#### **1. Common Areas and Installations:**

##### **1.1 Common Areas at the Building in which the Apartment is situated:**

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the said Building.
- (iii) Lifts with machineries, accessories and equipment (including the lift machine room) and lift well for installing the same in the said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Ultimate open to sky space on the ultimate Roof of the said Building.
- (vi) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the said Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the said Building.
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the said Building.

##### **1.2 Common Areas at the Project:**

- (i) Driveway, Paths and passages in the Project other than those reserved by the Promoter for its exclusive use or for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for use of itself or any unit-holder / occupant..
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) Electrical wiring and fittings and fixtures for lighting the garden, passages, driveways and all other common areas and separate electric meter/s and meter room / space.



- (iv) Water waste and sewerage evacuation drains from the buildings / blocks to the municipal drain.
- (v) Underground water reservoir
- (vi) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Units and space / room for pump and motor.
- (vii) Deep tube well for water supply.
- (viii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (ix) DG Set, its panels, accessories and wirings and space for installation of the same.
- (x) Boundary wall and entrance gate of the Project.
- (xi) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.
- (xii) Water Filtration Plant
- (xiii) Fire-fighting system, if any
- (xiv) Common toilet
- (xv) Other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the Project as are necessary for the use and occupation of the flats in common and as are specified by the Promoter expressly to be the common areas after construction of the said Project;
- (xvi) It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter / Land Owners may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter / Land Owners shall in their absolute right deal therewith to which the Allottee hereby consents.

1.3 Amenities and Facilities: The Promoter proposes to erect, install and/or make available a Multi-purpose Hall and a Gymnasium, (which expression shall include any modifications or alterations of all or any such facility). Once the amenities and facilities, as aforesaid becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof.

#### **SCHEDULE E-1**

(HOUSE RULES)

The Allottee binds himself/ themselves and covenants to abide by the following rules, regulations and restrictions ("**House Rules**"). The Allottee agrees-

1. to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the **Schedule- A** hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land/ Housing Complex (including at the open spaces at the said Land).
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
  - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land);
  - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding the size of 11 feet x 6 feet) and/or two wheeler, as the case may be. In case the Allottee has been granted any Parking Facility for motor car as specifically mentioned in Clause 2 of the Schedule A hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
  - (iv) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-Owners of the Project and none else.
  - (vii) This right to use parking space does not confer any right of Ownership of the space on which such parking facility is provided.
  - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee

shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
4. In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
  5. The use of the Common Areas including but not limited to the amenities and facilities shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the amenities and facilities) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including the amenities and facilities by the Allottee or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee may also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance-In-charge from time to time for use of the Gymnasium and Multipurpose Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reasons thereof.
  6. Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to adhere to the following:
    - 6.1 The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works;
    - 6.2 The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Apartment.
  7. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

8. not to claim any access or user of any other block or building at the said Land except the said Building and the Common Areas mentioned herein and that too subject to the terms and conditions and rules and regulations, applicable thereto.
9. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
10. to apply for and obtain at his/her/their own costs, separate assessment and mutation of the Apartment in the records of appropriate authority within 6 (six) months from the date of possession.
11. not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Said Buildings passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
12. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
13. not to install or keep or operate any generator in the Apartment or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
14. not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
15. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
16. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
17. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want

of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

18. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
19. to install firefighting and sensing system gadgets and equipment as required under law and shall keep the Apartment free from all hazards relating to fire;
20. to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
21. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
22. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Unit in or portion of the Project.
23. to co-operate with the Maintenance-In-charge in the management, maintenance control and administration of the Project and the said Land and other Common Purposes.
24. to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
25. to maintain at his/her/their own costs and expenses, the Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Rajarhat Bishnupur 1 No. Gram Panchayat or Concerned Authorities, WBSEDC Limited, Fire Service Authorities, Pollution Control Board and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
26. not to alter the outer elevation or façade or colour scheme of the buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part

thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

27. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
29. not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners,
30. To allow and permit the Promoter the following rights and authorities:-
  - (i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipment and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
31. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
  - (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment directly to the Rajarhat Bishnupur 1 No. Gram Panchayat, Block Land and Land Reform Office, and any other appropriate authority **Provided That** so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
  - (iii) Electricity charges for electricity consumed in or relating to the Apartment (including any applicable minimum charges and proportionate share of transmission loss).
  - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs.3.00 (Rupee Three) only per Square foot per month of the built-up area of the Apartment (including Area of the Balcony). The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-In-charge at its sole and absolute discretion after taking into consideration the common services provided.
  - (vi) In case the Allottee has opted for the Car Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.500/- (Rupees Five hundred only) per annum , to be increased every years by 5% (Five percent) of the amount then payable.
  - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 31.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Apartment Provided That any amount payable by

the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.

- 31.2. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 31.2.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Apartment.
- 31.2.2 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Said Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

#### **SCHEDULE E-2**

##### **(Common Expenses)**

Common Expenses shall include the following:

- I. **MAINTENANCE**: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, the Amenities and Facilities and also the Parking Spaces and all adjoining side spaces and all related gutters and water pipes for all purposes, drains and



electric cables and wires in under or upon the Said Building and/or the Project and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

- II. **OPERATIONAL**: All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces.
- III. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- IV. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-charge looking after the common purposes, until handing over the same to the Association.
- V. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- VI. **AMC & INSURANCE**: Annual Maintenance Contracts (AMC), Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- VII. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
- IX. **PARKING SPACES**: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- X. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter and/or the Association for the common purposes.

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