

## SALE AGREEMENT (THIRD PHASE)

This Agreement for Sale (“Agreement”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By and Between

(1)**Regent Hirise Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 52/1 Shakespeare Sarani, Kolkata – 700 017 (previously at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017), Police Station Beniapukur, (2) **Riya Enclave Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar, represented by its director/authorized signatory ----- (Aadhaar No. ----- and having Income Tax PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, authorized vide Board resolution dated \_\_\_\_\_, hereinafter collectively referred to as ‘**Promoters/Developers**’ (which term shall unless repugnant to the context or meaning thereof include their respective successors(s)-in-interest and/or assigns).

**AND**

(1)**Malay Kumar Banerjee** (having PAN AEEPB0662F), son of Late Sunil Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232, (2) **Sanjay Banerjee** (having PAN AKWPB6432C), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232, (3) **Ajay Banerjee** (having PAN AJXPB2224K), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232, hereinafter collectively referred to as ‘**Owners**’ all represented by their constituted attorney ----- (Aadhaar No. ----- and having Income Tax PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, authorized vide Power of Attorney dated \_\_\_\_\_, (which term shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, successors, legal representatives, executors, administrators and/or assigns).

**AND**

[If the Allottee is the company]---

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

[or]

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

\_\_\_\_\_ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_(PAN \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_(Aadhaar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the THIRD PART:

[or]

[If the Allottee is an Individual]

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

[or]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_ (PAN \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/ residing at \_\_\_\_\_, PAN \_\_\_\_\_) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns, ) of the THIRD PART:

The Owner, the Promoters and Allottee shall hereinafter collectively be referred to as the “PARTIES” and individually as a “PARTY”.

#### **DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) “Act” means the Real Estate (Regulation and Development) Act 2016;
- (b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act 2016;
- (c) “Section” means a section of the Act/Rules;

And the definitions as contained in the **SCHEDULE-K** hereunder written.

#### **WHEREAS:**

A. The Promoters have represented to the Allottee that:-

(i) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** land containing an area of approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza: Bhadrakali, J.L. No. 9 **together with** structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, District Sub-Registration Serampore, District Hooghly in the state of West Bengal (hereinafter referred to as the said **ENTIRE LAND** and morefully mentioned and described in the Part – I of the **SCHEDULE-A** hereunder written).

(ii) The said Entire Land is owned by the Owners by virtue and in pursuance of various documents of title as mentioned in the **SCHEDULE-F** hereunder written.

- B. By and under a Development Agreement dated 8<sup>th</sup> October 2010 as re-affirmed and recorded by the parties therein vide a further Agreement dated 29<sup>th</sup> March 2013 registered with the office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. I, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2013 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) made between the Owners herein therein referred to as the ‘Owners’ of the first part and the Developers herein therein referred to as the ‘Developers’ of the second part, the Owners herein appointed and entrusted the Developers herein to develop the said Entire Land under the terms and conditions recorded and contained in the said Development Agreement.
- C. By an agreement dated 25<sup>th</sup> October 2010 in supplement to the said Development Agreement dated 8<sup>th</sup> October 2010 between the parties hereto re-affirmed by a further agreement dated 29<sup>th</sup> March 2013 (hereinafter referred to as the said **SUPPLEMENTARY AGREEMENT**), the Developers’ Allocation stood increased by and the Owners’ Allocation stood reduced by (a) 61,905 (sixty one thousand nine hundred five) square feet of saleable area of the residential units in the said Complex and (b) 33 (thirty three) number of covered car parking spaces and 12 (twelve) number of open car parking spaces in the said Complex together with the rights appurtenant thereto.
- D. Pursuant to the said Development Agreement, the Developers caused to sanction a plan bearing no. 155 dated 23<sup>rd</sup> August 2012 amended on 30<sup>th</sup> March 2013 and revalidated on 30<sup>th</sup> March 2018 by Uttarpara Kotrung Municipality for construction of a building complex comprising of various blocks/ buildings upon the said Entire Land, hereinafter referred to as the said **COMPLEX/LARGER PROJECT**.
- E. In pursuance of the aforesaid sanction plan, the Developers have commenced construction of the said Complex.
- F. In terms of the said Development Agreement and said Supplementary Agreement the Developers and the Owners were allotted their respective allocations in the said Complex and accordingly the Developers and the Owners have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement entered into between the Owners and Developers.
- G. The said Complex consists of 3 (three) segments i.e. (i) Residential Segment, (ii) Commercial / Mercantile Segment and (iii) Parking Segment spread over 6 (six) separate blocks.
- H. The Developers have intended to complete the said Complex in 3(three) phases.
- I. The First Phase of the Complex comprises Block 1, 2 and 6 upon a land measuring about 9283.90 sq. meters more or less out of the said Entire Land and the Second Phase of the Complex comprises Block 3 and 4 upon a land measuring about 10434.22 sq. meters more or less out of the said Entire Land.
- J. The Third Phase of the Complex comprises Block 5 named as ‘**OCEANIA**’ upon a land measuring about 2440.19 sq. meters more or less out of the said Entire Land (hereinafter referred to as the said Land and morefully mentioned and described in the **Part – II** of the **SCHEDULE-A** hereunder written.
- K. The Third Phase of the Complex is known as **OCEANIA UNIMARK RIVIERA PHASE III** and hereinafter referred to as the **THIRD PHASE PROJECT/PROJECT**.

- L. Subsequently, the modification of sanctioned plan No. 155 dated 23<sup>rd</sup> August 2012 (amended by plan bearing no. 155 dated 30<sup>th</sup> March 2013 and revalidated on 30<sup>th</sup> March 2018) was granted by Uttarpara Kotrung Municipality on 24-09-2022, the validity of which has been further extended by Uttarpara Kotrung Municipality with effect from 30-03-2023.
- M. In view of the modification of the plan as aforesaid, the Owners and the Developers have further entered into a Supplementary Allocation Agreement dated 15-05-2023 to record demarcation of the allocations of flats comprised in the Block 5 with the revised areas.
- N. The Developers have completed construction of the block 1,2,3,4 and 6 in the Larger Project and Uttarpara Kotrung Municipality has issued the partial completion certificate bearing Nos. 4/1337 dated 23-03-2018 and 4/3956 dated 28-09-2018 for the Block 1,2 and 6 and the partial completion certificate bearing No. 4/1772 dated 1-4-2022 for the Block 3 and 4.
- O. The Promoters have obtained the layout plan approvals for various parts of the Complex from Uttarpara Kotrung Municipality. The Promoters agree and undertake that save and except raising additional floors if permitted by law, it shall not make any changes to Third Phase layout plans except in compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement, in such event the Apartment Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoters may change the location.
- P. The Promoters have appointed a structural engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural engineer till the completion of the building/buildings.
- Q. The Promoters have applied for registration of the Third Phase Project under the provision of the Act with Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ or has registered the Third Phase Project/Project under the provision of the Act with Real Estate Regulatory Authority at Kolkata under No. \_\_\_\_\_.
- R. The Allottee, after satisfying himself /herself/ itself/ themselves about the title of Entire Land, the rights of the Promoters and after inspection of the Plan, designs and specifications prepared by the Promoters' Architects and sanctioned by the competent authorities in respect of the Project/\_\_\_\_\_ Phase and all other permissions necessary for construction and development of the \_\_\_\_\_ Phase, had applied for an apartment in the Project vide application dated \_\_\_\_\_ and has been allotted the apartment measuring a carpet area of \_\_\_\_\_ sq. ft. together with a balcony area of \_\_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less with attached terrace area of \_\_\_\_\_ sq. ft., being Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor in the Building being Block No. \_\_\_\_\_ namely \_\_\_\_\_ together with the right to use \_\_\_\_\_ nos. Open/ Covered/ multi-level Car Parking Space of the Building/Land, as permissible under the applicable law and for pro rata share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said "Apartment/Unit" annexed hereto and marked as **SCHEDULE-B** and the copy of the floor plan of the Apartment is annexed hereto and marked with Annexure – 'B').
- S. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Project shall also have complete and unhindered access to all Common Areas and Facilities of the Project mentioned in **SCHEDULE-D** which are meant or allowed by the Promoters for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities

and facilities and services of the Project which are so intended by the Promoters for use of the occupants of other parts/phases.

- T. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- U. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to its/his/her/their complete satisfaction independent due diligence and title verification in respect of the Entire Land as also the compliance and/ or non-compliance, if any, by the Promoters of all/any applicable law(s), notification(s), rule(s) etc., and having carried out a physical inspection of the Entire Land, and further after inspecting, examining and perusing all the title documents (including the various covenants, terms, conditions etc. respectively situated therein) related inter alia to the Entire Land including but not limited to amongst others, the specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/ or described herein, each of which have from time to time been provided by the Promoters to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfied itself, has accepted, without any reservation, each of the aforesaid including the right of the Promoters as stipulated in this Agreement, and inter alia:-
- (i) the right, title and interest of the Promoters and the Owners to/over/in respect of the Entire Land and to develop and deal with the Project intended to be constructed/developed on the said Land;
  - (ii) the Title;
  - (iii) the nature, state, condition and measurement of the Project, as applicable, and the manner in which the same is/are presently intended to be used;
  - (iv) to park private medium sized car(s) within the space comprising the Car Parking Space, if any, comprises an integral and inseparable part of the said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
  - (v) the proposed location, layout plan and the dimensions of each of the said Apartment and the Car Parking Space;
  - (vi) the Common Areas and Facilities;
  - (vii) the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and the Project and similar projects, in particular;
  - (viii) the present estimated respective Carpet Area of the said Apartment and the manner of calculation thereof;
  - (ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
  - (x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the said Apartment And Properties Appurtenant Thereto along with the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the said Apartment and properties appurtenant thereto;
  - (xi) that the Car Parking Space/s are for the benefit of the Allottee/s or occupant/s of the Project. The Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/ s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoters to earmark Car Parking Space/s to the Allottee/s at their discretion its the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that it is bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoters in doing so and further desist from making any issue or claims in respect thereto;
  - (xii) the Specifications as also the measurements, dimensions, designs and drawings;

- (xiii) the state and condition in which the said Apartment and properties appurtenant thereto are intended to be handed over to the Allottee subject to compliance by the Allottee each of the stipulated terms to the satisfaction of the Promoter;
- (xiv) the Promoters shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoters shall be entitled to and would be well within its right, modify, amend, revise etc. the Plan and to undertake any further and/or addition construction(s) at the Project including constructing further upper floors above the top floor as it presently stands sanctioned, as a consequence whereof such floor shall remain as the topmost floor of the Building, and the Promoters shall be further entitled connect such further and/or additional construction(s) with the existing utilities amenities at the Project/Building including all the Common Areas and Facilities, notwithstanding temporary disruption caused in the use and/or enjoyment of the said Apartment and properties appurtenant thereto, and each of such further constructions shall absolute belong to the Promoters who shall be entitled to deal with the same in such a manner as Promoters may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) to do, execute or perform or permit the doing, execution or performance of any act, deal thing which may prevent the Promoters from undertaking the construction of and dealing with or otherwise transferring the aforesaid with full knowledge and acceptances the fact that the aforesaid shall result in several changes including but not limited to change in the Undivided Share, and the Allottee covenants) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation damages etc.;
- (xv) the right of the Promoters to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, layout plans and the Common Areas and Facilities subject to the terms of this Agreement and subject compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules of the Allottee hereby grant(s) and accord(s) its consent to the same;
- (xvi) The Allottee declare(s), confirm(s) and acknowledge(s) each of the following:
  - (a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the said Land and/or the said Apartment and properties appurtenant thereto and the manner and method of the use and enjoyment of the said Apartment and properties appurtenant thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoters and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;
  - (b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
  - (c) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits and all other amounts as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
  - (d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoters other than those if any specifically set forth herein;

- (e) that the Promoters have provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoters as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her own judgment and investigation while deciding to apply to the Promoters for granting the rights and/ or permissions (of the specific nature specified herein) in respect of the said Apartment and properties appurtenant thereto, if any), and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- (f) that in view of the Allottee having agreed to make timely payment of and/ or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoters have blocked for the Allottee the said Apartment and properties appurtenant thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Land and/ or the Project.
- (g) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette, door laminates and fixtures provided and dimension of the show/model residential Apartment exhibited at the site or any representative images used in different marketing collaterals only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in the Part – I and the Part – II of the **SCHEDULE-G** hereunder written and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

V. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

W. 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.

X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to grant its right title and interest in the said Apartment And Properties Appurtenant Thereto and the Allottee hereby agrees to take purchase of the said Apartment and properties appurtenant thereto as specified herein.

**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 Promoters agree to sell to the Allottee, and the Allottee hereby agrees to purchase on the said Apartment and properties appurtenant

thereto all as specified herein;

- 1.2 The Total Price for the Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**"):

Particulars	Amount (Rs.)
Consideration for the Apartment No. _____ Floor __ Together with rights of parking over _____ open/covered/multi level parking space	
GST as per prevailing rates on consideration	
Charges for Infrastructure & Amenities	
GST as per prevailing rates on charges for +Infrastructure and Amenities	
Total Price in Rupees	

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the said Apartment and properties appurtenant thereto;

ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoters by way of Goods and Services Tax, cess or any other similar tax which may be levied in connection with the construction of the Project as payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Apartment and properties appurtenant thereto to the Allottee.

Provided that, in case there is any change/modification in the taxes or any new applicable taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change/modification;

iii) The Promoters shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoters within the time and in the manner specified in **Schedule-I**. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

iv) The Total Price in respect of the said Apartment and properties appurtenant thereto includes recovery of consideration of the Apartment, Car Parking Space construction of not only the Apartment but also the Common Areas and Facilities, internal development charges, external development charges, taxes, cost of providing electrical connectivity, waterline, plumbing, drainage sewerage, sanitation system in the Apartment and include cost of all other facilities and amenities, if any, to be provided in the said Apartment and properties appurtenant thereto and the Project.



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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Schedule-I** (hereinafter referred to as the **PAYMENT PLAN**).

1.5 The Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoters and agreed by the Allottee at the rate of 0% [Zero] percent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoters.

1.6 Except as disclosed to the Allottee in this Agreement, it is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the said Apartment and properties appurtenant thereto or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Promoters may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Buildings/Towers are complete and the Occupancy/ Completion 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty- five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increased in the carpet area allotted to Allottee, the Promoters shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

1.8 The Promoters agree and acknowledge that subject to the terms of this Agreement, the Allottee shall have the right to the said Apartment And Properties Appurtenant Thereto as mentioned below:

i) The Allottee shall have exclusive ownership of the Apartment

ii) The Allottee shall also have undivided proportionate share in the Common Areas and Facilities as members of the Association. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and

Facilities along with Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas and Facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.

iii) That the computation of the Total Price in respect of the said Apartment and properties appurtenant thereto includes recovery of consideration of the Apartment, Car Parking Space, construction of the Common Areas and Facilities, internal development charges, if any, external development charges, taxes, cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, installation of street lights, organized open space, if any, including landscaping in the Common Areas and Facilities of the Project and includes cost of all other facilities and amenities, if any, provided within the Apartment and the Project and any other charges / deposits etc. more particularly mentioned in Clause 1.2 above.

iv) It is made clear by the Promoters and the Allottee agrees that the Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. The said Land is the part of the Larger Project/Complex.

1.9 It is understood by the Allottee that the Retained Areas shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act 1972.

1.10 The Promoters shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and/or Complex and to offer the land in the Project/Complex along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Promoters. The Promoters agree to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project or Apartment, as the case may be). If the Promoters fail to pay all or any of the outgoings collected by it from the Allottees for any liability, mortgage loan and interest thereon (or obtain NOC for the same) before transferring the apartment to the Allottees, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum equivalent to 10% of the Total Price (excluding Charges for Infrastructure and Facilities and applicable GST thereupon) as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto on or before the execution of this agreement, the receipt to which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in the Schedule- I as may be demanded by the Promoters within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, it shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoters abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan described in the Schedule-I through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of the Promoters payable at Kolkata. An intimation forwarded by the Promoters to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoters upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

The Allottee shall have the right to obtain home loan finance and/ or financial assistance from any bank/ financial institution as approved by the Promoters from time to time for the purpose of creating mortgage in respect of the said Apartment provided however the Allottee shall observe and perform and perform the covenants, obligations, restrictions, stipulations, terms and conditions including payment of all amounts stated in this Agreement and in no event shall the Owners and/or the Promoters assume any liability and/or responsibility for any such loan or financial assistance availed by the Allottee. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoters shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution, subject however the Promoters being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoters shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoters accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third- party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment and Properties Appurtenant Thereto applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

### **4. ADJUSTMENT, APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoters to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment and properties appurtenant thereto, if any, in its name and the Allottee undertakes not to object/demand/ direct the Promoters to adjust its payments in any manner.

**5. TIME IS ESSENCE:**

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the said Apartment and properties appurtenant thereto to the Allottee and the Common Areas and Facilities to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee shall make timely payments of the instalment and other dues payable by it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Schedule I ("Payment Plan").

**6. CONSTRUCTION OF THE PROJECT/ THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

The Allottee has seen the proposed layout plan of the Said Apartment and proposed, specifications, amenities and facilities in respect of the Apartment/Building/Project and accepted the payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoters undertake to strictly abide by such plan and shall not have an option to make any variation/alteration/ modification in the plans of Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT THERETO:**

7.1 **Schedule for possession of the said Apartment and properties appurtenant thereto:** The Promoters agree and understand that timely delivery of the possession of the said Apartment and properties appurtenant thereto to the Allottee along with ready and complete the Common Areas and Facilities of the Project is the essence of the Agreement. The Promoters assure to hand over possession of the said Apartment and properties appurtenant thereto along with ready and complete Common Areas and Facilities, if any, of the Project on or before 31-12-2027, with a further grace period of 12 (twelve) months unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to extension of time for the delivery of possession of the said Apartment and properties appurtenant thereto

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from allotment within 45 (forty-five) days from that date. The Promoters shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 **Procedure for taking possession:** The Promoters upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and subject to the Allottee not being in breach of any of its obligations under this Agreement, shall offer in writing the possession of the said Apartment and properties appurtenant thereto to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate (Possession Notice). Each party agrees and undertakes to indemnify the other party in case of failure of fulfilment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoters/ Maintenance Company, as the case may be, from the date of issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project.

7.3 **Failure of Allottee to take possession of the Said Apartment And Properties Appurtenant Thereto:** Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take possession of the said Apartment and properties appurtenant thereto from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment and properties appurtenant thereto to the Allottee. In case the Allottee fails to take possession within the time provided herein, such Allottee shall continue to be liable to pay maintenance charges as specified herein and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (Deemed Possession).

7.4 **Possession by the Allottee:** After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, it shall be the responsibility of the Promoters to hand over necessary documents and plans, including Common Areas and Facilities to the Association of allottees or the competent authority, as the case may be, as per the local laws:

Provide that in case of absence of any local law, the Promoters shall hand over the necessary documents and plans including all Common Areas and Facilities to the Association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate of the Project.

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

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

7.6 **Compensation:** The Promoters shall compensate the Allottee in case of any loss caused to it 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 Promoters and the Promoters had wilfully not disclosed the same to the Allottee, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event and in spite of the Allottee making payments of the amounts as per Schedule-I in terms of this Agreement, if the Promoters fail to complete or is unable to give possession of the said Apartment and properties appurtenant thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoters on account of suspension or

revocation of the registration under the Act; or for any other reason; the Promoters shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Said Apartment And Properties Appurtenant Thereto, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45(forty-five) days of it becoming due. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoters shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment and properties appurtenant thereto to which shall be paid by the Promoters to the Allottee within 45(forty- five) days of it becoming due.

- 7.7 It is clarified that in case of cancellation of booking, all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Owners and/or the Promoters hereby represent and warrants to the Allottee as follows:

- i) The Owners have marketable title with respect to the Entire Land; and Promoters have requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the said Land for developing the Project;
- ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii) There are no encumbrances upon the Entire Land and the Project save and except the construction loan/project finance availed from Housing Development Finance Corporation Limited (now known as HDFC Bank Limited);
- iv) There are no litigations pending before any Court of law with respect to the Land or the said Apartment and properties appurtenant thereto;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said Apartment and properties appurtenant thereto are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the said Apartment and properties appurtenant thereto and the Common Areas and Facilities, if any;
- vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected,
- vii) Save and the except the agreement between the Owners and the Promoters, the Owners/ Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Apartment and properties appurtenant thereto which will, in any manner, affect the rights of Allottee under this Agreement
- viii) The Owners/Promoters confirm that the Owners/Promoters are not restricted in any manner

whatsoever from selling the said Apartment and properties appurtenant thereto to the Allottee in the manner contemplated in this Agreement;

- ix) At the time of execution of the Conveyance Deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the said Apartment and properties appurtenant thereto to the Allottee and the Common Areas and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;
- x) The Entire Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Entire Land.
- xi) The Owners/Promoters have duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Apartment along with the Common Area and Facilities, has been handed over to the Allottee and the Association of the Allottees or the competent authority, as the case may be.
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoters in respect of the said Land and/or the Project.
- xiii) That the said Land is not a Wakf Property.

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

- 9.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:
  - i) The Promoters fail to provide ready to hand over possession of the said Apartment and properties appurtenant thereto to the Allottee within the time period specified herein or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to hand over possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects; Discontinuance of the Promoters' business as a Promoters on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of Default by the Promoters under the conditions listed above, the Allottee is entitled to the following:
  - i) Stop making further payments linked to uncompleted construction milestones to Promoters as demanded by the Promoters. If the Allottee stops making payments the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
  - ii) The Allottee shall have the option of terminating this Agreement in which case the Promoters shall be liable to refund the money paid by the Allottee under any head whatsoever towards the Total Price of the said Apartment and properties appurtenant thereto along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice subject to Allottee fulfilling all formalities on its part as mentioned in this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoters

and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, it shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment and properties appurtenant thereto which shall be paid by the Promoters to the Allottee within 45 (forty- five days) of it becoming due or adjusted from future instalments payable by the Allottee.

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

In case the Allottee fails to make payments for more than 30 days from due date of demands made by the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters on the unpaid amount as the rate prescribed in the Rules;

In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoters in this regard, the Promoters may cancel the allotment of the said Apartment and properties appurtenant thereto in favour of the Allottee by issuance of a letter of cancellation and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated. Provided that the Promoters shall intimate the Allottee about such termination at least 30(thirty) days prior to such termination. The Allottee shall cease to have any right title interest whatsoever in the said Apartment and properties appurtenant thereto or the said Land or the Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoters or the Allottee, as the case may be. In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoters to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

Without prejudice to the above, it being further agreed and the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the said Apartment and properties appurtenant thereto (and this Agreement) in terms of this Agreement by the Promoters or the Allottee, as the case may be, the Promoters shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoters.

- 9.4. Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at its own costs and expenses, execute all necessary documents required by the Promoters in this regard.
- 9.5 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.
- (i) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Promoters fail to provide ready to move possession of the Apartment to the Allottee 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 including the provision of



all specifications as agreed to between the parties as certified by the Architect and for which the Completion / Occupancy Certificate has been issued by the Competent Authority.

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

**10. DEED OF CONVEYANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:**

The Promoters, on receipt of Total Price of the said Apartment and properties appurtenant thereto and the other dues from the Allottee, and on execution and registration of Deed of Conveyance, the Promoters will transfer to the Allottee the possession, right, title and interest and convey the title of the said Apartment and Car parking space, if any with irrevocable right to use the Common Areas within 3(three) months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the Deed of Conveyance in its favour till payment the stamp duty and registration charges to the Promoters is made by the Allottee. The Allottee shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates/consultants of the Promoters and shall not be in consistent with or in derogation of the terms and conditions agreed by the Parties herein.

**11. MAINTENANCE OF THE SAID APARTMENT AND PROPERTIES APPURTENANT/PROJECT:**

- 11.1 The Promoters shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance would be paid by the Allottee. The Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoters after obtaining the completion certificate. In the event the Allottees fail to pay such maintenance charges then the Promoters shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoters; on the basis that the Association shall be formed within a period of 12 months from the date of Completion Certificate. In case the formation of the Association is delayed beyond the said period, the Promoters shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoters the charges for such maintenance as fixed by the Promoters at actuals.

The Maintenance Charges as mentioned in the **SCHEDULE – C** shall be collected by the Promoters solely for the purpose of upkeep, security, management and maintenance of the Common Areas and Facilities mentioned in **Schedule – D** hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company/agency created by the Promoters ("Maintenance Company/ Maintenance Agency/ Maintenance In Charge") till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas and Facilities by the Association, the Promoters shall handover the prorate period based unused Maintenance Charges, to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof;

11.2 Clauses in relation to maintenance of Project, infrastructure and equipment: Maintenance In charge:

11.2.1 **Association:** The Promoters shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("Association") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoters shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

11.2.2 **Maintenance Agency:** The Promoters shall appoint one or more agencies or persons ("Maintenance Agency/Maintenance Company/ Maintenance In Charge") to look after the acts relating to 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 Apartments exclusively and the Common Areas in common ("Common Purposes") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

11.2.3 **Additions or Replacements:** As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the association. The Promoters and upon handover the Association, shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

11.2.4 After taking over possession / deemed possession, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From expiry of the period mentioned in the notice of possession, the Allottee shall be liable and pay:

- (i) regularly and punctually the proportionate share of maintenance charges including applicable taxes, and without any abatement and/or deduction on any account whatsoever or howsoever;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'Rates and Taxes').
- (iii) the Allottee shall not withhold payment of the maintenance charges and rates and taxes on any account whatsoever.
- (iv) in the event of any default, the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoters or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented to the following:
  - a. To the discontinuance of supply of electricity to the said Apartment/Unit
  - b. To the discontinuance of water supply;
  - c. Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;

- d. To discontinuance of the facility of DG Power back-up;
- e. To discontinuance of the usage of all amenities and facilities provided in the Complex to the said Allottee and/his/her/their family members and guests, staff and visitors.
- f. The Promoters or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
- g. The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law, and in the event of sale and transfer of the Apartment, the Promoters and/or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

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

**11.3 Common Areas Related:**

11.3.1 The Project shall also contain certain Common Areas and Facilities as specified in **SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Owner, the Promoters and other owners/ allottees of the Project and other persons permitted by the Promoters.

11.3.2 Save those expressed or intended by the Promoters to form part of the Common Areas and Facilities, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas and Facilities by the Allottee either independently or in common with any other co-owner.

11.3.3 Upon construction of the Buildings at the Project Land, the Promoters shall finally identify and demarcate portions to comprise in 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 common parking and for any other use and the areas so identified shall form part of the Common Areas.

11.3.4 The Owners/Promoters would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas and Facilities in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Apartment in favour of the Allottee, then the transfer of the share in the Common Areas and Facilities may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

**11.4 Apartment Related:**

114.1 Fittings & Fixtures: Except those provided by the Promoters, all fit-outs 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 do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and

applicable environmental laws and with minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and Facilities and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

11.4.2 **Transfers by Allottee:** The Allottee may only after first 18 (eighteen) months from the date of Application/Booking and that too upon taking prior written consent of the Promoters and against payment of the sum calculated @ 2% of the Total Price, plus applicable taxes, in advance to the Promoters, get the name of its nominee substituted in its place and stead in the records of the Promoters as the buyer of the said 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 costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% (two percent) mentioned in this clause in respect of the said Apartment paid to the Promoters as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoters shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoters or to which the Owners or the Promoters are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoters and the Promoters may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of the first 18 (eighteen) months from the date of Application/Booking nor to let out, sell, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoters in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoters.

11.4.3 **Area Calculations:**

- a) **Carpet Area of Apartment:** The carpet area for the Apartment or any other apartment shall mean the net usable floor area of such Apartment, 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 Apartment.
- b) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment
- c) **Built-up Area:** The built-up area for the Apartment or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony and any other Apartment /Balcony and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony.

11.5 **Parking Facility Related:**

11.5.1 In addition to those contained hereinabove, it is clarified that the Project could also contain open spaces which are not forming part of the areas and facilities mentioned in **SCHEDULE**

**D** hereto and which could be used for parking. The Promoters hereby reserve right to allot parking rights in these open parking areas exclusively to the allottees of the apartments in the Project who need the same and apply for the same within the period as may be stipulated by the Promoters and the Promoters may give preference to allottees who do not otherwise have parking space in the Project and against payment of the applicable cost therefore.

- 11.5.2 The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying its obligations as provided in this Agreement.
- 11.5.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoters for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoters.
- 11.5.4 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoters and the revised parking number shall be intimated to the Allottee upon such revision.
- 11.5.5 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoters in respect of the open parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee.
- 11.5.6 The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoters to the various Allottees (including the Allottee herein) of the Apartments in the Buildings/Towers and the Project.
- 11.5.7 The Allottee is aware that the Parking Space could be of dependant nature. A parking facility is dependant if to and fro movement of the vehicle from the allotted parking space to driveway is dependant upon moving another parking vehicle. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoters in respect of the open parking areas, if any, to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.
- 11.6 **Future Expansion Related:**
- 11.6.1 The Allottee accepts, acknowledges and confirms that the Promoters 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.
- 11.6.2 The Promoters may make further additions and alterations to the Building Plans without affecting the Said Apartment or reducing the areas and facilities mentioned in **SCHEDULE D**. The Promoters shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act.
- 11.7 **Taxes and Outgoings:** The Allottee binds itself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("Taxes and Outgoings"):-
- a) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment, Car Parking Space and/or any component related to the said Apartment directly to the local Panchayet, Municipal Authority, BLLRO and any other appropriate authority provided that so long as the same is not assessed separately for the purposes of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of

all such rates and taxes.

- b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations including the charges of the Kolkata Port Trust whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or any component thereof or the Building or the said Land/Entire 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 said Apartment and proportionately in case the same relates to the Buildings or the said Land/Entire Land or any part thereof.
- c) Electricity charges for electricity consumed in or relating to the Apartment.
- d) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said 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 said Apartment or any part thereof, 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.
- e) Proportionate share of all Common Expenses/ Maintenance Charges to the Maintenance In-charge/Maintenance Agency from time to time.
- f) Parking Facility Maintenance Charges on actuals as decided by the Maintenance In-charge/Maintenance Agency.
- g) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- h) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- i) 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.

11.7.2 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 raising the bill in this regard 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 and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

11.7.3 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and Facilities and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Facilities and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

11.7.4 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect

from the Liability Commencement Date.

- 11.7.5 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. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through it shall be debarred from the benefits of use of the common facilities and amenities and 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 its employees guests agents tenants or licensees and/ or the said Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.7.6 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoters and the Association against all damages costs claims demands and proceedings occasioned to the property or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoters against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoters 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-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 11.7.7 **Liability Commencement Date:** In case the Promoters issue notice to the Allottee to take possession of the Apartment and the Allottee fails to pay the dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of its other obligations hereunder, then notwithstanding the fact that the Promoters shall withhold possession of the Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoters and the said Apartment and remedies the concerned default and takes physical possession of the Apartment, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoters a predetermined sum calculated @Rs.10,000/-(Rupees Ten Thousand) per month towards withholding charges.
- 11.7.8 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Apartments therein), and the Common Areas and Facilities and the parking spaces and for all other Common Purposes.
- 11.8 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoters under clause 8 above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoters to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

- 11.8.1 The Promoters shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoters and/or its associated group/brands at the Roof, facade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Unimark" etc., ("Said Signage") of the Promoters being erected on the roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoters. The Promoters shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoters shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoters to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoters and/or the men and agents of the Promoters shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "Unimark" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoters and shall further be liable for prosecution for use of such mark.
- 11.8.2 The Promoters shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoters 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 Promoters shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments 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 promoters to subsidize meet the Common Expenses to that extent.
- 11.8.3 The Allottee has agreed that for the benefit of the Project, the Promoters shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas and Facilities without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- 11.8.4 The Allottee shall keep the Promoters indemnified of, from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoters and/ or the Association (upon formation) relating to the said Building,/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of die Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.



11.9 **CLUB:** A 'Club' for some of the facilities as committed in **SCHEDULE D** has been set up as part of the Complex comprising of this phase and all the other phases. The Promoters will have the right to hand over the club to the Association at the completion of the Project or the Complex. Upon Possession, the Allottees shall automatically be entitled to become member of the Club, and the Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoters. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. It is clarified that certain facilities, areas and installations in the Club shall be made available on a pay and use basis. The facilities of the Club comprises Children's Play Area/ Toddler Zone, A.C. Banquet hall for common use, Café Area, Lounge, Swimming Pool with changing rooms, Indoor Games Room, Gym, Home Theatre, Children's Splash Pool, Steam room, Yoga and meditation hall, Spa, Conference Room and other facilities/ amenities provided by the Developer.

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

Club Scheme: The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / facilities will be formulated in due course and circulated to the Allottee (Club Scheme).

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

The allottees of the Complex are required to pay charges for the Club and also monthly subscription charges for maintenance. The maintenance of Club /facilities which are common to

the Larger Project/Complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be. Allottees of every phase will be entitled to use the Club as and when they get possession. Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees i.e. monthly club charges will be calculated on the basis of the following formula: total club and other facilities expenses / total sq. ft. of all the Allottees who have got possession.

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

## 12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect of or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Agreement relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of Completion Certificate or handing over possession, whichever is earlier it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoters shall hand over the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoters and without giving to the Promoters the opportunity to inspect assess and determine the nature of such defect (which inspection Promoters shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoters shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoters and without giving the Promoters the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoters shall be relieved of its obligations contained herein.

The Promoters may obtain such insurances, as it may decide in its discretion and the cost of such insurance from handover of the possession/project or transfer of the insurance to the Association (whichever is earlier) shall form part of the common expenses and proportionate share whereof shall be borne by the Allottees. After expiry of the insurance, the Association of Allottees shall be responsible for renewing the same. It is clarified that the above said responsibility of the Promoters shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the flat-owners or their nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottees shall also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the Promoters should not be held as liable as default on its part under this clause.

Provided that where the manufacturer warranty as shown by the Promoters to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said

Unit/ building/ phase/ wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoters shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

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

13.2 Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (i) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (ii) open terraces on any floors of the Block (iii) the open/ covered/ multi - level parking spaces of the Block (save and except the parking space, terraces specifically allotted to the Allottee), (iv) the elevation and the exterior of the Block, (v) storage areas, (vi) areas attached to an Apartment, (vii) any community or commercial facility which is not meant for common use, (viii) such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto (Reserved Rights), specifically mentioned in the **SCHEDULE-H** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoters shall be entitled to among others to the rights and interest in respect thereof:

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

The Promoters/Maintenance Company shall have rights of unrestricted access of all Common Areas and Facilities, if any of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoters and/or Maintenance Company to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use services areas in any manner whatsoever, and the same shall be reserved for use by the Maintenance Company (including the association of allottees formed by the allottees)/Promoters for rendering maintenance services.

Name of the Project/Building(s)/Wing(s)/Phase: Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the project “**OCEANIA UNIMARK RIVIERA PHASE III**” or as decided by the Promoters and the Promoters shall further erect or affix Promoters’ name board at suitable places as decided by the Promoters herein on a building, common portions and areas etc. The Allottees in the said project/ buildings or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoters’ name board in any circumstances. This condition is essential condition of this agreement.

The Allottee’s liability to pay the taxes, outgoing, other charges etc in respect of the Unit as aforesaid will always be on the Allottees of the said units and if for any reason respective recovering authority got recovered the same from the Promoters in such circumstances, the Promoters herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% per annum and Allottees shall pay the same to the Promoters within the stipulated period as may be informed by the Promoters to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment.

Air Conditioning: If the Apartment has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system, the Allottee shall have to strictly follow the same while installing AC units.

The internal security of the Apartment shall always be the sole responsibility of the respective Allottees, and the Allottee shall strictly observe the fire safety rules and maintenance rules as may be applicable to the Units/Apartments.

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

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost and shall not do or suffer to be done anything in or to the Apartment, 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 demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that it would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Buildings or anywhere on the exterior of the Project, buildings therein or Common Areas and Facilities. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Buildings/Project.

16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the Said Apartment And Properties Appurtenant with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that it shall comply with and carry out, from time to time after it has taken over for occupation and use the Said Apartment And Properties Appurtenant, all the requirements,

requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Apartment And Properties Appurtenant/ at its own cost.

18. **ADDITIONAL CONSTRUCTION:**

The Promoters undertake that they have 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) and disclosed, except for as provided elsewhere in the Agreement and/or in the Act,

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

19.1 After the Promoters execute this Agreement, if any further mortgage or charge is made or created against the Project then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19.2 However the Promoters shall be entitled to securitize the Total price and other amounts, respectively, payable by the Allottee under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoters the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoters have assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made there under and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoters.

21. **BINDING EFFECT:**

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

22. **ENTIRE AGREEMENT:**

This Agreement, along with 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 Ere

Said Apartment And Properties Appurtenant.

23. **RIGHT TO AMEND:**

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

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

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

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

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

25.2 Failure on the part of the Promoters to enforce at any time or for any period of time the provisions here of 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 the 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 in consistent with the purpose of this Agreement and to the extent necessary to confirm to the 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 has to make any payment, in common with other allottee(s) of 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 Promoters through their

authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses as mentioned in this Agreement or through registered email id.

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

31. **JOINT ALLOTTEES:**

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

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable 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 or as amended from time to time.

**THE SCHEDULE-A ABOVE REFERRED TO**  
**PART -I**  
**(ENTIRE LAND/COMPLEX)**

**ALL THAT** a land area approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.L. No. 9 **together with** structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal, demarcated in the plan/map annexed hereto and marked as **Annexure 'A'** and butted and bounded as follows :

- |                     |   |  |
|---------------------|---|--|
| <b>On the North</b> | : | By portions of Municipal Premises Nos. 18 and 19 Bhadrakali Grand Trunk Road |
| <b>On the East</b>  | : | By the river Hooghly   |
| <b>On the South</b> | : | By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane             |
| <b>On the West</b>  | : | By Grand Trunk Road  |

**PART - II**

**(THE SAID LAND)**

**ALL THAT** a land area 2440.19 sq. meter i.e. 36 cottah 7 chittacks 31 sq. ft., being portion of the Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal, butted and bounded as follows:

- On the North** : By Phase II of the Complex
- On the East** : By the river Hooghly
- On the South** : By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane
- On the West** : By Phase I of the Complex.

**THE SCHEDULE-B ABOVE REFERRED TO**  
**(APARTMENT)**

**ALL THAT** the Residential Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building Block \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet together with a balcony area of \_\_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft. be the same a little more or less) with attached terrace area of \_\_\_\_\_ sq. ft. demarcated in the Floor Plan annexed hereto and marked as **Annexure-B**, together with the right to use \_\_\_ nos. Open/Covered Car Parking Space (dependent/independent) on the \_\_\_ floor of the Building/ Project together with the right to use the Common Areas and Facilities in common with other allottees in the Project.

**THE SCHEDULE-C ABOVE REFERRED TO**  
**(MAINTENENCE CHARGES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project as well as the Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoters may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment.



14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoters may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
22. Any other expense for common Purpose

**THE SCHEDULE-D ABOVE REFERRED TO**  
**(COMMON AREAS AND FACILITIES)**

1.The Common Areas and Facilities are at 3 (three) levels, which are:

LEVEL1: Those which are common to all the segments and are collectively called the “Service Zone” and includes the following: (applies to present phase and all the other phases )

- 1.1.1 Sewerage treatment Plant
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
- 1.1.3 Roads, installations, and security arrangements not exclusive to any segment.
- 1.1.4 Drains and sewers from the premises to the Municipal Drains.
- 1.1.5 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.6 Boundary walls demarcating the premises including outer side of the walls of the building and main gates.
- 1.1.7 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.8 Transformer electrical wiring meters and fittings and fixtures for lighting common areas.
- 1.1.9 Security arrangements with CCTV and intercom
- 1.1.10 Main entrance Gate
- 1.1.11 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.12 Water supply
- 1.1.13 Rain water harvesting may be created by Promoters at their sole option.
- 1.1.14 Water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.15 Durwans Room
- 1.1.16 Cable connection
- 1.1.17 Solar Panels

LEVEL-2: Those which are to remain common to all the Apartment Owners of the residential Complex of all the phases. All the Apartment Owner shall have proportionate share therein. These may include the following (if provided in the discretion of the Promoter):

- 1.2.1 Landscaped Garden and lawn, water bodies and fountains if any
- 1.2.2 Children Play area
- 1.2.3 Jogging Track
- 1.2.4 Club area comprising Children's Play Area/ Toddler Zone, A.C. Banquet hall for common use, Café Area, Lounge, Swimming Pool with changing rooms, Indoor Games Room, Gym, Home Theatre, Children's Splash Pool, Steam room, Yoga and meditation hall, Spa with massage rooms, and other facilities/ amenities provided by the Promoters.
- 1.2.5 Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.2.6 Visitors Car Parking if any
- 1.2.7 Swimming Pool with changing rooms
- 1.2.8 Indoor Games Room
- 1.2.9 Gym
- 1.2.10 Home Theatre
- 1.2.11 Rain water harvesting may be created by Promoters at their sole option, if provided

LEVEL-3: Those which are to remain common to the Apartments in any particular Building Block. These include the following:

- 1.3.1 Entrance with ground floor lobby only.
- 1.3.2 Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.3 Elevators in Towers, their installation and rooms.
- 1.3.4 Earmarked area of roof of respective tower demarcated for common use
- 1.3.5 Overhead Water Tank.
- 1.3.6 Lifts and their accessories installations and spaces required therefore.
- 1.3.7 Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.

2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Larger Project including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the complex and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Areas and Facilities only of that Block.
3. The Promoters reserve the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the co-owner of any segment or part thereof.

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

1. Open/covered/multi-level car parking areas (dependent/independent);
2. Right of use of any specified area in ground floor or other floor;
3. Exclusive right of use of garden / space on ground floor, other floor or roof;
4. Demarcated area of terrace appurtenant to a particular Apartment;

**THE SCHEDULE – F ABOVE REFERRED TO**  
**(TITLE DEEDS)**

1. The Indenture dated 10<sup>th</sup> November 1966 registered before Sub Registrar of Serampore as being no. 8784 for the year 1966 whereby the Official Trustee of West Bengal as the Trustee to the Trust Estate of Jyoti Prasad Banerjee transferred various plots of lands unto and in favour of Malay Kumar Banerjee;
2. The Will and Testament dated 30<sup>th</sup> July, 1983 made by Sunil Kumar Banerjee and the probate thereof granted by the Hon'ble High Court at Calcutta on 9<sup>th</sup> November 1989 in Probate case No. 156 of 1989;
3. The Deed of Sale dated 24<sup>th</sup> February 2011 registered before the office of the A. D. S. R. Serampore, Hooghly in Book No. I, CD Volume No. 3, Pages 1 to 15, being No. 01367 for the year 2011 whereby Mira Ghosh sold a land area of about 2(two) cottah 3(three) chittacks and 20(twenty) sq. ft. in favour of Sanjay Banerjee and Ajay Banerjee;
4. The Deed of Sale dated 18th August 2011 registered before the office of the A. D. S. R. Serampore, Hooghly in Book No. I, CD Volume No. 10, Pages 1632 to 1651, being No. 06207 for the year 2011 whereby Dwarka Nath Ghosh & 6 ors. sold a land area of about 4(four) Cottah in favour of Sanjay Banerjee and Ajay Banerjee;
5. The Deed of Surrender of Lease dated 31st May 2013 registered before the office of A. R. A. – III, Calcutta in Book No. I, CD Volume No. 5, Pages 7882 to 7892, being No. 02642 for the year 2013 whereby Walter Craven Ceramics Projects ( India) Ltd. surrendered the land admeasuring an area of about 8(eight) bighas 4(four) cottah 13(thirteen) chittacks and 4(four) sq. ft. in favour of Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee;
6. The Deed of Sale dated 31st May 2013 registered before the office of A. R. A. – III, Calcutta in Book No. I, CD Volume No. 5, Pages 7130 to 7145, being No. 02601 for the year 2013 whereby Walter Craven Ceramics Projects ( India) Ltd. sold a land area of about 3(three) bighas 13(thirteen) cottah 8(eight) chittacks and 36(four) sq. ft. in favour of Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee;
7. The Deed of Sale dated 31st May 2013 registered before the office of A. R. A. – III, Calcutta in Book No. I, CD Volume No. 5, Pages 7117 to 7129, being No. 02600 for the year 2013 whereby Walter Craven Ceramics Projects ( India) Ltd. sold a land area of about 1(one) bighas 4(four) cottah 1(one) chittacks and 12(twelve) sq. ft. of land in favour of Malay Kumar Banerjee.

**THE SCHEDULE – G ABOVE REFERRED TO**  
**PART - I**

**(SPECIFICATIONS AMENITIES AND FACILITIES OF THE APARTMNET)**

<b>BEDROOMS/ LIVING &amp; DINING</b>	Flooring: Vitrified Tiles
<b>TOILETS / BATHROOMS</b>	Flooring: Anti-skid ceramic tiles Dado: Ceramic tiles/Vitrified Tiles Quality sanitary ware of Jaquar, Cera, Parryware or Hindware or equivalent make Modern CP fittings of Jaguar, Cera, Hindware or reputed make
<b>KITCHEN</b>	Flooring: Anti-skid ceramic tiles Granite counter with stainless steel sink Dado: Ceramic tiles upto 2 feet height above counter Counter Top: Granite Single Stainless Steel Sink Modern CP fittings of Jaguar or equivalent make
<b>ELECTRICALS</b>	Concealed wiring with PVC insulated conductor cable Modular switches of reputed make in each apartment

	A/C outlet point in all bedrooms & living room
<b>DOORS &amp; WINDOWS</b>	Decorative front door Internal door: Flush door (painted/primer on both sides) with locks where required Power coated/ anodised aluminum windows
<b>WALLS</b>	Plaster of paris

**PART - II**  
**(SPECIFICATIONS AMENITIES AND FACILITIES OF THE PROJECT)**

<b>STRUCTURE</b>	R.C.C Foundation and Structure
<b>FLOORING OF STAIRCASES</b>	Kota Stone/Kaddapa Stone
<b>COMMON AREA</b>	Main Entrance lobby: designed with marble/tiles/granite Floor lobby: Vitrified Tiles Stairwell: Kota Stone/Black Stone/Kaddapa/Tiles 24 hours Power back up
<b>SAFETY AND SECURITY</b>	Intercom system 24*7 CCTV surveillance systems for common areas Modern fire fighting and alarm system as per government guidelines
<b>ELEVATORS</b>	Schindler/ Kone/ Otis / Hyundai / Johnson / ThyssenKrupp or equivalent make

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

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

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

- Promoters/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
- (7) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
  - (8) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
  - (9) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoters may think fit and proper.
  - (10) The Promoters shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoters be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
  - (11) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Apartment
  - (12) To erect scaffolding for the purpose of repair, cleaning or painting the any Building/Block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit/Apartment.
  - (13) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
  - (14) The Promoters shall retain for itself, its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Housing Project.
  - (15) The Promoters, their successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.
  - (16) The Promoters shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
  - (17) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

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

<b>Schedule of Payment of the Total Price</b>		
<b>No</b>	<b>Particulars</b>	<b>Percentage</b>
1	On Booking Amount including any amount paid during application	10% of consideration price + GST
2	Upon execution of this agreement	10% of consideration

		price + GST and 50% of Charges for Infrastructure & Amenities + GST
3	On Completion of Piling	10% of consideration price + GST
4	On Completion of casting of foundation	10% of consideration price + GST
5	On Completion of 1st Floor Casting	10% of consideration price + GST
6	On Completion of 3 <sup>rd</sup> Floor Casting	10% of consideration price + GST
7	On Completion of 5 <sup>th</sup> Floor Casting	10% of consideration price + GST
8	On Completion of 7th Floor Casting	10% of consideration price + GST
9	On Completion of 9 <sup>th</sup> Floor Casting	5% of consideration price + GST
10	On Completion of Roof Casting	5% of consideration price + GST and 50% of Charges for Infrastructure & Amenities + GST
11	On Completion of Brickwork of the designated floor in the designated Block (irrespective of the casting of upper floors being complete or not)	5% of consideration price + GST
12	On Notice for Possession	5% consideration price + GST

**THE SCHEDULE – J ABOVE REFERRED TO  
(ALLOTTEE’S COVENANTS, OBLIGATIONS AND ACKNOWLEDGEMENTS)**

- a. The Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN and Aadhaar card as required by the Promoters and/or the Owners from time to time.
- b. The Allottee acknowledges that the Allottee shall abide by the charges, rules and regulations framed by the Promoters or Association from time to time for the use and enjoyment of the Common Areas and Facilities including the Club.
- c. The Allottee has represented and assured the Promoters that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the said Unit and has adequate competence to fulfill his/ her/ its/ their obligations under this Agreement.
- d. The Allottee is entering into this agreement with full knowledge of all laws, rules, regulations and notifications applicable to the residential projects in general and the Project in particular.
- e. The Allottee shall further abide by and comply with all applicable rules, regulations and statutes as laid down and notified from time to time for usage, maintenance, possession and enjoyment of the said Unit and shall keep the Promoters saved secured indemnified and harmless in this regard.
- f. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over the possession of the said Unit, all the requirements, requisitions, demands and

- repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Promoters and the Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
- g. The Allottee acknowledges that the blocks/buildings and Common Areas and Facilities may be made available and handed over to such Facility Manager for operation and maintenance progressively upon completion.
  - h. The Allottee hereby agrees to and covenants with the Promoters not to raise any dispute or put forward any objections with respect to any ongoing construction work of other parts of the Project such as other Buildings/Blocks and the Common Areas and Facilities and also acknowledges that some of the Common Areas and Facilities including the Club may be provided only upon completion of the Larger Project/Complex.
  - i. The Allottee hereby agrees that the certificate of the Architect as to the measurement of the said Unit and specifications shall be regarded as final and binding upon the parties herein.
  - j. The Allottee hereby declares and confirms that the Promoters have, prior to the execution hereof, specifically informed the Allottee that the Promoters will be entitled to erect/provide space for electric sub-station/transformer in the Larger Project/Complex and that the same shall be handed over to the West Bengal State Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or any other service provider or appropriate authority. Consequently the workmen, staffs, employees and agents of the West Bengal Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or the any other service provider or appropriate authority shall at all times thereafter, have the right and authority to enter upon the Project/Complex for the purpose of access to and from any proposed electric installation and the Allottee hereby consents and agrees to the same and neither the Allottee nor the Association shall raise any dispute or objection to the same.
  - k. The Allottee shall not in any manner cause objection in the construction or completion of the Buildings/ Project/ Complex, nor shall commit breach of any of the terms and conditions herein contained. In the event of any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoters are restrained from construction of the Project and/or demising other units/constructed areas to the transferees, then and in that event without prejudice to other rights of the Promoters in this regard, the Allottee shall be liable to indemnify and compensate the Promoters for all losses, damages, costs, claims demands, actions and proceedings that may be suffered or incurred by the Promoters.
  - l. The Allottee shall bear and pay all cost and expenses of stamp duty, registration charges and other statutory fees and other incidental expenses in relation to preparation, execution and registration of this agreement, any other documents and the proposed deed of conveyance for the transfer of the Unit in favour of the Allottee.
  - m. The Allottee shall bear and pay a sum equivalent to 1% of the consideration for Apartment and appurtenances plus applicable taxes to the person nominated by the Promoters towards the documentation charges for the preparation of this agreement and the proposed deed of conveyance, and 50% of such amount shall be paid at the time of execution of this Agreement and the balance 50% before execution of the deed of conveyance. The Allottee shall pay such amounts (estimated as a sum of Rs. 15,000/- plus applicable taxes) to the person nominated by the Promoters towards miscellaneous expenses for registration, which shall be paid on possession of the unit or on execution/registration of the deed of conveyance, whichever is earlier.
  - n. The Allottee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the said Unit leviable for the period from the date of possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the said Unit in favour of the Allottee, whichever is earlier. Until separate assessment/ apportionment and/or mutation of the said Unit, the Allottee shall periodically pay and/or reimburse to the Promoters the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the said Unit. Upon the separate assessment/ apportionment and/or mutation of the said Unit, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the said Unit. Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Unit and proportionately for the

Project/Complex from the date of possession or from the date of execution of the deed of conveyance for transfer of the said Unit in favor of the Allottee, whichever is earlier.

- o. The Allottee shall deposit with the Promoters the following amounts as interest free deposit (Deposits) 50% of which shall be paid upon execution of this agreement and remaining 50% of which shall be paid upon completion of Roof Casting:

Interest free maintenance deposit	: Rs. _____
Deposit for municipal rates and tax	: Rs. _____
Electricity connection and meter deposit	: On actuals
Mutation fees charged by UKM	: On actuals
Deposit for sinking fund (if applicable)	: On demand

- p. The surplus/deficit of the Deposits shall be transferred by the Promoters to the Association upon its formation after deduction of all expenses and adjustment of outstandings from various allottees.
- q. The Promoters shall be perpetually entitled to use the elevation, common parts of the buildings/blocks of the Project and Complex, the Common Areas and Facilities as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.
- r. The Allottee shall pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority / service provider or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

#### **THE SCHEDULE – K ABOVE REFERRED TO** **(DEFINITIONS)**

- (i) ALLOTMENT/ BOOKING/ AGREEMENT FOR SALE shall mean the provisional Allotment/Booking letter and/or this Agreement for sale of the Apartment.
- (vii) BLOCK/BUILDING/TOWER shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- (viii) BUILT UP AREA shall mean and include the aggregate of the Carpet Area, Balcony Area, Utility Area and the External Wall/Column Area.
- (ix) COMPLEX PLAN shall mean the plan relating to the Complex envisaged at present to comprise 3(three) Projects/Phases including the this Project/Phase.
- (x) CARPET AREA shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- (xi) COMMON MAINTENANCE EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Facilities and for rendition of services in common to the Co-owners/Co-lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-lessees of the Complex.
- (xii) COMMON PURPOSES shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Promoters and/or occupants of the respective units and all other purposes or matters in which Association and occupants have common interest relating to blocks or buildings in each of the phases/projects and/or the Complex.
- (xiii) COMMON AREAS AND FACILITIES shall mean Common Areas and Facilities of the Complex including all other phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase more fully and particularly described in Schedule-D hereunder.



(xiv) LIMITED COMMON AREAS AND FACILITIES shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the Schedule-E. The Open/Covered/Multi-level Car Parking areas shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block to any Allottee(s) of the said Unit plus the Reserved Areas/Rights as defined herein.

(xv) PARKING SPACE shall mean right to use space for parking of car, two wheeler or cycles in the portions of the ground floor level or at other levels / MLCP, whether open or covered or multi - level, of the Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Promoters for exclusive use of the Allottee who opts to take it from the Promoters at a consideration. The specifically allotted Parking Space (Dependent/Independent) to a particular Allottee shall be regarded as 'Limited Common Area' to be allotted for the exclusive use by the individual Allottee as decided by the Promoters.

(xvi) PROPORTIONATE SHARE will be fixed on the basis of the Carpet area of the Unit purchased in proportion to the Carpet area of all the Units in the Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

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

(xviii) PHASE of a Real Estate Project shall mean a phase which may consist of one or more buildings or wings of the buildings in case of buildings with multiple wings or defined number of floors in a multi storeyed building/wing.

ANNEXURE-A  
(LAY-OUT PLAN OF COMPLEX)

ANNEXURE-B  
(LAY-OUT PLAN OF APARTMENT)

ANNEXURE-C  
(REGULATIONS AND RESTRICTIONS USER RULES)

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

1. To co-operate with the other Apartment/Unit Owner, the Maintenance In-charge and the Promoters in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Promoters and upon the formation of the Association by such Association. The covenants agreed herein to the Promoters shall mean and include towards Association also, as and when applicable.
3. 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 Promoters 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.
4. Without prejudice to the generality of the foregoing, 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.
5. Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to

- put a decent nameplate outside the main gate of its Apartment. 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.
6. To allow the Promoters with or without workmen to enter into the said Apartment/Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment/Unit Owner.
  7. To pay charges for electricity in relation to the said Apartment/Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoters for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the building.
  8. Not to do anything or prevent the Promoters from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment/Unit.
  9. To maintain or remain responsible for the structural stability of the said Apartment/Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment/ Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
  10. Not to do or cause anything to be done in or around the said Apartment/ Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment/ Unit or adjacent to the said Apartment/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
  11. Not to damage demolish or cause to damage or demolish the said Apartment/ Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment/ Units in the building or which may cause damage to any other portion of the building in any manner.
  12. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment/ Unit which in the opinion of the Promoters differs from the color Scheme of the building or deviation or which in the opinion of the Promoters may affect the elevation in respect of the exterior walls of the said building.
  13. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Promoters/ Association.
  14. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
  15. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
  16. Not to use the said Apartment/Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
  17. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
  18. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.

17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoters/Association.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Promoters before the formation of the Association. The Promoters shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Promoters. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoters and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
22. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoters to the Association.
23. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas.
24. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Association a copy of which will also be forwarded to the local Police Station. The Association will issue identity cards to the staff and visitors who will carry the same for identification.
25. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
26. The Association will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
27. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Association for easy identification. All fit-out work inside the Apartment/ Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoters or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoters or the Association of FMC as the case may be.
28. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
29. Smoking Zones may be provided within the complex where only smoking will be permitted and smoking will be prohibited at all other places.
30. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
31. Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
32. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoters nor shall anything be projected out of any window of the Building without similar approval.
33. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
34. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
35. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose provided however such celebration shall not continue beyond 10 p.m.

- and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
36. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
  37. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
  38. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
  39. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
  40. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Allottee.
  41. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
  42. Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex.
  43. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
  44. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
  45. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
  46. Not to arrange any public function in any part of the property, except with the permission of the Promoters/ Association as the case may be.
  47. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
  48. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
  49. The Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Promoters to any other person and/or persons as the Promoters in their absolute discretion may deem fit and proper.
  50. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said Complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc. shall not be done or permitted within the said Complex and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by the same..

51. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
52. Not to install any air conditioner, except in the approved places.
53. Not allow or use any cable, internet or other service providers save and except those service providers whom the Promoters or the Association might have selected or engaged. The Promoters may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoters with the Service Provider shall be honored for the term of the Agreements/contract.
54. Pay such further deposits as required by the Promoters/FMC/Association time to time.
55. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoters or the FMC or the Association as the case may be.
56. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
57. The lobby should be kept clean at all times.
58. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex.
59. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Promoters or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.
60. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
61. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
62. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoters or the Association.
63. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
64. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
65. Car Parking stickers should be obtained from the Promoters or the Association to track authorized vehicles.
66. The Promoters or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
67. The Promoters or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :
  - (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The fit-out works are in compliance with the guidelines as framed by the Promoters/ Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/Unit, shall be undertaken at the expense of the Allottee .
  - (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
  - (v) All Apartment/Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.
68. The Promoters will hand over the Fit-Out Rules at the time of handing over possession. Every Allottee shall, undertake and complete all maintenance and repair work within his own

- Apartment/Unit, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoters/Association.
69. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
  70. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders.
  71. No Apartment/Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..
  72. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
  73. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoters.
  74. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoters and no puncturing of window/wall to install AC Units will be permitted. The Apartment/Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System, which the Allottee shall have to strictly follow while installing their AC Units.
  75. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoters nor shall anything be projected out of any window of the Building without similar approval.
  76. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/Unit it shall have been caused.
  77. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
  78. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
  79. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Association of the Project may direct or throw into dustbins provided for the purpose within the common service area.
  80. No vehicle belonging to an Apartment/Unit Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle
  81. To maintain at its own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to it and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority 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.
82. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Promoters will be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.
  83. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
  84. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
  85. Use the spittoons / dustbins located at various places in the Project.
  86. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
  87. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
  88. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
  89. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment/Unit.
  90. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or its Agents to sleep or squat in the common passage/ lobby/ terrace/corridors/lift room/garden etc.
  91. 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.
  92. Not to install or keep or operate any generator in the Apartment or in the or 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.
  93. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
  94. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
  95. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
  96. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
  97. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Complex. The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act.
  98. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, fire laws, environmental laws as are applicable for the use of the said Unit.

99. The Allottee shall not make the Promoters responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Promoters shall however make all reasonable efforts to set right the same as soon as possible;
100. To pay to the Promoters all costs, charges and expenses including costs and fees which may be incurred by the Promoters in connection with or for common purpose or incidental to any services of the said Complex.
101. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
102. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
103. 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 Buildings at the Project 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 apartments 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 Building/s at the Project or any part thereof.
103. House rules may be added to, amended or repealed at any time by the Promoters and after formation by the Association.
104. Not to do anything or prevent the Promoters from making further or additional constructions on any day notwithstanding any temporary disturbance in the Allottee's enjoyment of the Said Unit.
105. Not to raise any objection in the Promoter's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Allottee's Unit and the considerations for these rights will be received by the Promoters.
107. The Allottee shall pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority / service provider or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
108. 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 Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
  - a. The Allottee shall use only the space for Car Parking Space allotted to it for parking
  - b. The Allottee shall pay the Car Parking Maintenance Charges (if applicable) punctually and without any delay or default;
  - c. The Allottee shall use the Car Parking Space/ only for the purpose of parking of its medium sized motor car that could comfortably fit in the allotted Parking Space.
  - d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest/ recreation or sleep of servants, drivers or any person whosoever.
  - e. 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 it.
  - f. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa.
  - g. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoters and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoters and/or the Owners.
  - h. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Apartment owner of such facility or any other Co-owners in the Project.



109. To install fire fighting and sensing system gadgets and equipments as required under law- and shall keep the Apartment free from all hazards relating to fire.
110. To keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main enhance serving any other Apartment 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.
111. Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
112. Not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
113. 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.
114. Not to commit or permit to be committed any alteration or changes in, or drawing from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
115. 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 not violate or omit to install and maintain any fire-safety measures.
116. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas and Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
117. Not to claim any rights over and upon the private lawn attached with any of the flats on the ground floor of the Project/Complex in any manner whatsoever.
118. The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Said Apartment and that the Promoters shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.'

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

SIGNED AND DELIVERED BY THE WITHIN NAMED  
Owners at Kolkata in the presence of:

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED  
Promoters at Kolkata in the presence of:

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED  
Allottee at Kolkata in the presence of:

1.

2.