

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this ___ day of _____, Two Thousand and Twenty-Three (2023)

BY AND BETWEEN

M/s BNBK DEVELOPER LLP, (LLP Identification No. AAD-1857), (PAN: AAOFB6745K) a Limited Liability partnership firm, having its registered office at 40, Maulana Abul Kalam Azad Road, "Ambika Towers", P.S.- Golabari, Howrah-711101, represented by its one of the partners **SRI SUBHAM BALASARIA** having PAN CEBPB0960F, having Aadhaar 4182 0453 4346, having mobile number 9830723456, son of Sri Subhash Chandra Balasaria, aged about 22 years, Nationality Indian, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, P.S.- Alipore, P.O. Alipore, Kolkata- 700027 hereinafter referred to as "**OWNER**" (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest and assigns) of the **ONE PART**;

AND

[1] _____, having PAN _____, having Aadhaar _____, son/daughter/wife of _____, aged about ___ years, Nationality Indian, by Occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____ and [2] _____, having PAN _____, having Aadhaar _____, son/daughter/wife of _____, aged about ___ years, Nationality Indian, by Occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____, hereinafter referred to as the ALLOTTEE (S) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**:

The Owner and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

a)

WHEREAS:

A. The Owner is seized and possessed of ALL THAT piece and parcel of land measuring 26 (twenty six) Cottahs 2 (two) Chittacks 40 (forty) Sq.Ft., be the same a little more or less, whereupon brick wall asbestos roofing structure standing thereon measuring covered area of lying and situate in Dag Nos.391, 407, 409 and 410 under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi No.s35, 177 and 411, R.S. No.186, J.L. No.11, 24 Parganas (South), at and being Municipal Premises No.214F, Raja Ram Mohan Roy Road, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of the Kolkata Municipal Corporation under its Ward No.122, District South 24 Parganas together with all right of easements, facilities and amenities, hereinafter referred to as the "Said Premises", absolutely and forever and now desirous of commercially exploiting and/or developing the said Premises.

B. The Said Premises is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as _____ (hereinafter referred to as the "Project");

C. The Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Premises on which Project is to be constructed have been completed.

D. The intimation of commencement of the work has already been submitted to the Kolkata Municipal Corporation.

E. The Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation. The Owner agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable and save to the extent as mentioned in Definition clause (e) mentioned hereinabove and save as mentioned 1 hereinbelow;

F. The Owner has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____;

G. The Allottee had applied for an apartment in the Project *vide application* and has been allotted apartment hereinafter referred to as the "Said Unit" more particularly described in **Schedule-A-1** and the floor plan of the apartment is annexed hereto and marked as **Annexure I**;

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. 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;

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit morefully mentioned in Schedule A-1.

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 Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the

Said Unit morefully and particularly mentioned in the Schedule-A-1;

1.2. The Total Price payable for the Apartment is more fully mentioned in the Schedule-B & C (Part I to III).

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Owner towards the Apartment;

(ii) The Total Price of the said apartment, Total GST and Total Extras and Deposits as mentioned in Schedule -B, Schedule C (Part I to III), mentioned excludes Taxes (consisting of tax paid or payable by the Owner by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

(iii) The Owner shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30days from the dated of such written intimation. In addition, the Owner shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes (1) pro-rata share in the common areas and (2) _____ parking/s as provided in the Agreement.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Owner 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 **Schedule C ("Payment Plan")**.

1.5. The Owner may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 4% to 7% 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 Owner.

1.6. It is agreed that the Owner shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act. **BUT** The Owner duly mentions and Allottee understand and agrees that as per law the extra F.A.R. is permissible apart from sanction plan and the Allottee hereby grant consent and appoint the Owner as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the Owner to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however the carpet area of that Said Unit allotted to the Allottee will remain unchanged. Provided Further that the Owner may make such minor additions or alterations as may be required by the Allottee(s) at allotted cost, or such minor changes or alterations as per the provisions of the Act.

1.7. The Owner shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the 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 Owner. If there is any reduction in the carpet area, within the defined limit then the Owner shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to the Allottee, the Owner shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as per **Schedule - B** of this Agreement.

1.8. Subject to para 9.3 the Owner agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned in **Schedule-A-1**:

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have right to use the Common Areas transferred to the association of allottees. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time. It is clarified that the Owner 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 price of the Apartment, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges.

1.9. It is made clear by the Owner and the Allottee agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee as morefully mentioned clause No. I hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the instant project and for the Allottees to be developed by Owner.

1.10. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11. The Owner agrees 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, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12. The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Owner hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the **Schedules** and as agreed as may be demanded by the Owner within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Owner abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of Owner payable at Kolkata at its office.

The Owner shall be entitled to securities the Total Price and other amounts 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 transfer and assign to any persons the rights 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 Owner, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement and in the manner as intimated.

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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Owner with such permission, approvals which would enable the Owner 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Owner accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Owner 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 Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owner shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Owner to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Owner to adjust his/her payments in any other manner.

5. TIME IS ESSENCE:

Time is of essence for the Owner as well as the Allottee. The Owner shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee (s) and the common areas to the Association of the Allottees after receiving the occupancy certificate or the completion certificate or both as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule - D** which has been approved by the competent authority, as represented by the Owner. The Owner shall develop the Project in accordance with the said layout plans, floor

plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Owner undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /'alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Owner shall constitute a material breach of the Agreement. Provided that nothing herein contained shall derogate or prejudice or effect the Owner's rights and entitlements with regard to the matter connected to the plan and the addition/alteration thereof as contained in **Clause F** and **Clause 1.6** herein-above. In the event of any change in the specifications necessitated on account of Force Majeure events or to improve or protect the quality of construction, the Owner, on the recommendation of the Architect, shall be entitled to effect such changes in the materials and specifications provided by the Owner shall ensure that the cost and the quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in schedule of this agreement.

7. POSSESSION OF THE APARTMENT:

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

7.2. **Procedure for taking possession** - The Owner, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Owner shall give possession of the Apartment to the Allottee **SUBJECT TO** the terms of the agreement and the Allottee making payment of the total price and all other amounts and deposits payable by the Allottee to the Owner hereunder and fulfilling all his covenants / obligations herein Provided that, in the absence of the local law, the conveyance deed in favor of the Allottee shall be carried out by the Owner within three months from the date of issue of completion certificate subject to the Allottee making payment on the account of stamp duty, registration fees, etc., **PROVIDED FURTHER THAT** the Owner shall be not be liable to deliver possession of the Said

Unit to the Allottee nor to execute or cause to be executed any sale deed or any other instrument(s) until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all terms and conditions of this agreement and on the part of the Allottee to be observed and performed until then. The Owner agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/ Association of Allotees, as the case may be. The Owner on its behalf shall offer the possession to the Allottee in writing within ____ days of receiving certificate of completion of the Project.

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

7.3 Failure of Allottee to take possession of Said Unit- Upon receiving a written intimation from the Owner as per Para 7.2, the Allottee(s) shall take possession of the Said Unit from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner shall give possession of the Said Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all taxes and outgoings relating to this Said Unit and for all damages to the Said Unit and/or other parts of the building and also the guarding/holding charges @ Rs. _____/- (Rupees _____ only) per month for the Said Unit, plus GST (if applicable) from the date as mentioned in the intimation for possession.

7.4 Possession by the Allottee - After obtaining the completion certificate and handing over physical possession of all the Said Unit to the Allottee(s), it shall be the responsibility of the Owner to handover the necessary documents and plan, including common areas to the Association (upon its registration) of Allotees. or the competent authority as the case may be, as per the local law.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Owner, the Owner herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Owner to the Allottee(s) without interest, and without any loss to the Owner and only out of the amounts received by the Owner against Sale of the Said Unit to any other interested persons and upon the Allottee at his own costs and expenses, execute all necessary cancellation related documents required by the Owner.

Upon the intimation of termination of this agreement the Allottee shall have no claim of any nature whatsoever on the Owner and or the Said Unit and the Owner shall be entitled to deal with and/or dispose of the Said Unit in the manner it deems fit and proper.

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

Except for occurrence of a Force Majeure event, if the Owner fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Owner on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner 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 him in respect of the Said Unit, 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.

Provided that where if the Allottee does not intent to withdraw from the Project the Owner 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 Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER:

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

(i) The Owner has absolute, clear and marketable title with respect to the said Premises and has the requisite rights to carry out development upon the said Premises and the owners have the absolute, actual, physical and legal possession of the said Premises with license to the Owner to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and the title of the Owner in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any requisition with regard thereto.

(ii) The Owner has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Said Unit and appertaining share in the Land, however for obtaining financial assistance and/or loans from bank financial institutions, NBFC's and other lenders, the Owner has already created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charges in respect of the said land or any part thereof, and the Allottee hereby consents to the same **PROVIDED HOWEVER THAT** at the time of the execution of the deed of conveyance/ transfer in terms hereof, the Owner assures to have the Said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her making payment of all amounts payable hereunder or otherwise and complying with his other obligation herein, will be acquiring title to the Said Unit free from all such mortgages and charges created by the Owner.

(iv) There are no litigations effecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the Said Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, building and Said Unit and common areas;

(vi) The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;

(vii) The Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, including the Project and the Said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the Said Unit/Flat to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Owner shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being formed and registered;

(x) The Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Premises;

(xi) The Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Owner in respect of the said Premises and/or the Project.

(xiii) That the said Premises is not Wakf property.

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

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

(i) The Owner fails to provide ready to move in possession of the Said Unit to the Allottee(s) within the time period specified in Para 7.1 For the purpose of this Para, 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects;

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

9.2 In case of default by the Owner under the conditions listed above **PROVIDED** the Allottee complies with his obligation under this Agreement, Allottee(s) is entitled to the following: -

- (i) Stop making further payments linked to construction milestones to the Owner as demanded by the Owner. If the Allottee(s) stops making payments, the Owner shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) 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(s) shall have the option of terminating the Agreement in which case the Owner shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Unit, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice Subject to Allottee registering the Deed of Cancellation in respect of the Said Unit and Appurtenances:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owner, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Unit.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Owner as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Owner on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Owner in this regard, the Owner shall cancel the allotment of the Said Unit/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. and upon registration of the Deed of Cancellation thereof. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty, registration charges, legal expenses, brokerage incurred by the Allottee and shall be made out of the amounts received by the Owner against Sale of Said Unit to any other interested persons. The Allottee shall at his/its own costs and expenses, execute all necessary documents required by the Owner in this regard:

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

The Owner, on receipt of Total Price of the Said Unit as per Para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned shall execute a conveyance deed and convey the title of the Said Unit to the Allottee and the common areas to the Association of Allottee(s) within three (3) months from the

date of issuance of the completion certificate to the Allottee.

However, the Owner may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of the possession of the Apartment to the Allottee and the Owner shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and/or all other incidental and legal expenses etc. so demanded within the period mentioned in the demand notice letter or to pay the total price and other dues to the Owner, the Allottee(s) authorizes the Owner to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Owner is paid by the Allottee(s) and the Allottee shall also be deemed to be under condition of default under Clause 7.3 and 9.3 mentioned herein-above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any action taken or deficiency/penalty imposed by the competent authority.

11. MAINTENANCE OF THE SAID BUILDING/ SAID UNIT/ PROJECT:

The Owner shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allotees. The cost of such maintenance has been included in the total price of the apartment.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the common area and common expenses of the project are contained in House Rules (more-fully described in **SCHEDULE "H"**) hereinafter mentioned and all the Allotees of the apartments shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY:

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

PROVIDED THAT the obligation or liability of the Owner shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allotees and/or any other persons **OR** in case the Allottee, without first notifying the Owner and without giving to the Owner the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the Owner shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

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

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:** The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the said unit at his/her own cost.

18. **ADDITIONAL CONSTRUCTIONS / MODIFICATION:** The Owner undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authorities except for as provided in the Act, and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

19. **OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Owner executes this Agreement, he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding 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.

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

20. **APARTMENT OWNERSHIP ACT:**

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

21. **BINDING EFFECT:**

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE: The Owner 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 **Schedule C** 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 Owner in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner to exercise such discretion in the case of other Allottees. Failure on the part of the Owner to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and

actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

It shall be the duty of the Allottee and the Owner to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner 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 Owner to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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

34. OWNER'S CONFIRMATION:

The Owners have been made parties to these presents to confirm the Allottee that the owners shall join in as party to the Deed of Conveyance or transfer that will be executed and registered by the Owner for sale of the Said Unit in favour of the Allottee and the common areas to the Association of Allottee(s) without claiming any consideration or additional consideration from the Allottee. The Owners obligation is limited to transfer of land compromised in the said land, which may either be in favour of the Allottee individually or the Association of the Allottee as may be applicable.

35. MISCELLANEOUS:

The Allottee aware that the price of the Unit is arrived after adjusting the GST input credit to be passed on to the him/her by the Owner and the Allottee shall not claim, demand or dispute in regard thereto.

The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted Unit unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Owner subject to payment of administrative charges @2% (two per cent) of the total price to the Owner.

The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in **Schedule-E** 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 shall not be entitled to raise any claim for such variation.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Owner 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 Owner being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Owner 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.

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

In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

Owner may also extend the Project in contiguous land in future wherein all the

provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee shall not have any objection to it.

The Possession Date has been accepted by the Allottee. However, if the said Unit is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

The right of the Allottee shall remain restricted to his/her/their respective Unit and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

In the event of cancellation of allotment, the balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Owner to the Allottee without interest, out of the amounts received by the Owner against sale of the Said unit to any other interested person. Further 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 allottee shall prior to receipt of refund on the above account from the Owner, at his own costs and expenses, execute all necessary cancellation related documents required by the Owner.

If due to any act, default or omission on the part of the Allottee, the Owner is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Owner's such other rights the Allottee shall be liable to compensate and also indemnify the Owner for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Owner.

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

The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Owner PROVIDED HOWEVER after the full payment of the entire price and other amounts and

registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Owner shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. The Allottee shall before taking possession of the apartment pay @Rs.24/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee shall additionally pay @Rs.25/- per sq. ft. on the built-up area of the apartment towards Sinking Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Owner for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first-year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Flat) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant if any, Firefighting equipment, CCTV, EPABX etc. and other common installations including their AMC, license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic

expenses of equipments.

- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Housekeeping Staff, Plumbers, electricians, Gardener etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Owner, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Owner shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

It is clarified that the defect liability responsibility of the Owner shall not cover defects, damage, normal function resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/ agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Owner 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 Owner shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment, 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 degree C 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 to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings in the said project '_____' and the Owner shall have exclusive right over the same to install Hoardings/Neon Sign/ Bill Boards/ Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Owner shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

The Owner shall at all times also be entitled to put or allow anyone to put the name

of the Building Complex and/or the name, design and/or logo of the Owner and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Owner in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Owner and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

That on and from the date of possession of the said flat/unit, the Allottee shall:

a. Co-operate in the management and maintenance of the said project '_____';

b. Observe, comply and abide by the rules framed from time to time by the Owner and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Owner, until formation of the Association including the GST.

d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Owner/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

i) to discontinue the supply of electricity to the "Said Unit".

ii) to disconnect the water supply

iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.

iv) to discontinue the facility of DG Power back-up

v) to discontinue the usage of all amenities and facilities provided in the said project '_____' to the Allottee and his/her/their family members/guests.

e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Owner/Association to realize the due amount from the Allottee.

f. Use the said flat/unit for residential purpose only.

g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Owner or the

Association, upon formation, in writing.

h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.

j. Not to place or cause to be placed any article or object in the common area.

k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

l. Not to park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.

m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Owner) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the project.

n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

p. Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Owner / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Owner / Society / Association may affect the elevation in respect of the exterior walls of the said building.

q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures 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 allowed in the car parking space.

r. Not to use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

u. Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function/meeting by all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project ' _____ ' for sprinkling or spraying of colour and paints/lighting up of fire/sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Owner /Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Owner and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Owner / Association from time to time.

w. To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

THE SCHEDULE "A" ABOVE REFERRED TO

(Said Premises)

ALL THAT piece and parcel of land measuring 26 (twenty six) Cottahs 2 (two) Chittacks 40 (forty) Sq.Ft., be the same a little more or less, whereupon brick wall asbestos roofing structure standing thereon measuring covered area of lying and

situate in Dag Nos.391, 407, 409 and 410 under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177 and 411, R.S. No.186, J.L. No.11, 24 Parganas (South), at and being Municipal Premises No.214F, Raja Ram Mohan Roy Road, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of the Kolkata Municipal Corporation under its Ward No.122, District South 24 Parganas together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY : Premises No. 214E, Raja Ram Mohan Roy Road;
ON THE SOUTH BY : Premises No. 205C, Raja Ram Mohan Roy Road;
ON THE EAST BY : Raja Ram Mohan Roy Road;
ON THE WEST BY : Passage.

SCHEDULE 'A-1'
(Said Unit)

All That the Apartment No. _____, containing a carpet area of _____ Sq. Ft., type __ **BHK**, with Exclusive balcony area of _____ Sq. Ft., chargeable area being _____ Sq. Ft. be the same a little more or less on the ___ Floor of the Block No.____ of the Project to be known as “_____” together with right to park _____ car at the **Open/Covered** (dependent/independent) parking space in the ground floor level situated within the said Project on the said Premises together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-E**, of the said project ‘_____’ at Premises No.214F, Raja Ram Mohan Roy Road, Police Station- Haridevpur, P.O.Barisha, Kolkata – 700 008.

SCHEDULE 'B'
(Price)

Block No. : _____	Rate of apartment per square feet of carpet area : Rs. _____/-
Apartment No. : _____	
Type BHK : _____	
Floor : _____	
Cost of carpet area:	Rs. _____/-
Cost of exclusive balcony or verandah areas	Rs. _____/-
Cost of exclusive open terrace	Rs. Nil
Prorata cost of common areas with external wall thickness	Rs. _____/-
Preferential Location Charges	Rs. _____/-
Floor escalation charges	Rs. _____/-
Open/Covered Parking	Rs. _____/-
Less : Discount	Rs. _____/-
Total Consideration for the Apartment	Rs. _____/-

(Rupees _____ Only)

The total GST in respect of the Total consideration of Apartment as mentioned herein above is as per applicable rates of GST from time to time (“Total GST”)

SCHEDULE 'C'
PART - I
(Payment Plan)
And
PART-II
(Installments)

The amount mentioned in **SCHEDULE B** herein-above shall be paid by the Purchaser to the Owner in cheque drawn in the name of “**BNBK DEVELOPER LLP**” as follows:-

Sl. No.	Particulars	Amount / (Rs.) + GST
(1)	Application Money	Rs. _____/-
(2)	Booking Amount: Within 15 days from Date of Application (Less: Application Money)	Rs. _____/-
(3)	Within 15 days from Booking	10% of the Total Consideration of Apartment
(4)	Payable on completion of piling	10% of the Total Consideration of Apartment
(5)	Payable on 1 st floor slab casting	10% of the Total Consideration of Apartment
(6)	Payable on 4 th floor slab casting	10% of the Total Consideration of Apartment
(7)	Payable on 6 th floor slab casting	10% of the Total Consideration of Apartment
(8)	Payable on 8 th floor slab casting	10% of the Total Consideration of Apartment
(9)	Payable on 10 th floor slab casting	10% of the Total Consideration of Apartment
(10)	Payable on completion of Brickwork	10% of the Total Consideration of Apartment
(11)	Payable on offer of Possession	10% of the Total Consideration of Apartment

All other additional Deposits and other charges as stated herein below, will be paid in full with GST as applicable on completion of the flooring of the said Flat /

Apartment /Unit or as demanded by the Owner.

PART -III
Deposits and Other Charges

- 1) The total extras and deposits in respect of apartment is Rs._____/-(Rupees _____) only (“Total extras and deposits”):-

Deposits :	
Sinking Fund – This amount is payable to the association as funds for future repairs replacement, improvements and developments in the said project. This amount shall be and /or may be adjusted against any arrears in maintenance charges and or applicable taxes as the Owner or the Association deem fit and proper.	Rs. _____/-
Advance Maintenance charges- This amount is payable against 12 months advance maintenance charges for the said apartment.	Rs. _____/-
Total Deposits	Rs. _____/-
Extra charges:	
Transformer charges & Electricity charges - This amount is payable for the said apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Owner in making arrangement with CESC Ltd. For providing and installing transformer at the said project.	Rs. _____/-
Legal and documentation charges to be paid 50% at the time of execution of these presents and balance 50% at the time of handover of draft copy of deed of conveyance.	Rs. _____/-
Club and Amenities Charges.	Rs. _____/-
Diesel generator power backup – This amount is payable for the installation of diesel generator (“DG”) for power backup to run the basic facilities in the project. The minimum load that will be provided for apartments 1 watt per square feet. For Additional Load of 1 KW Allottee will pay.	Rs. _____/-
Total Extras (in Rupees)	Rs. _____/-

The total GST in respect of the Deposits and Other charges as mentioned herein above is as per applicable rates of GST from time to time (“Total GST”)

1.1 Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.

2. Charges levied by the Owner for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.

SCHEDULE 'D'
(Specifications, Amenities, Facilities)

FOUNDATION AND STRUCTURE

RCC frames structure with pile foundation.

WALL FINISH

Gypsum plaster for extra finish.

FLOORING

Vitrified tiles in bedrooms, living & dining room.
Skirting of same as floor.

DOOR AND WINDOWS

Door frame : made of wood
Main door : polished /painted solid core flush doors
Main door fittings : Reputed make with latch & eyepiece
Internal Door : Painted flush doors with hardware fittings
Windows : Fully glazed anodized/power coated aluminium/UPVC with glass panes.

KITCHEN

Granite Counter top.
Dado of ceramic tiles upto 2 feet above kitchen counter.
Stainless Steel Sink.
Exhaust fan Point.
Flooring: Anti-Skid ceramic tiles.

TOILET

Flooring: Anti-Skid ceramic tiles.
Toilet walls: Ceramic tiles on the walls.
Sanitary ware of reputed make.
CP fittings of reputed make.
Electrical point for geyser & exhaust fan.
Provision for hot/cold water line.

ELECTRICALS

Concealed copper wiring of reputed brands.
Telephone and/or Internet wiring in living or dining area.
Electrical points in all bedrooms, living, dining, kitchen & toilets.
Modular switches and MCB of reputed brands.
DTH/Cable TV cabling in all bedrooms and living room.

ELEVATORS

Modern automatic lifts of reputed brand with well decorated lift cage.

COMMON LIGHTING

Overhead illumination for compound and street lighting.
Necessary illumination in all lobbies, Staircases and common areas.

COMMON AREAS

Well-designed common lobbies.
Sufficient power back up facilities.
Designer lobby with premium tiles / marble finish flooring.

STAIRCASE

Flooring Marble/ Kota stones.

SECURITY & FIRE PREVENTION

Video door phone and intercom facility in each unit.
CCTV surveillance in the complex.
Fire fighting systems as per recommendation of The Fire & Emergency. Services, Govt. of West Bengal (As per Provisional NOC).

EMERGENCY EVACUATION SERVICES:

Fire refuge area will be made on 6th floor of the building and premise will be well connected with the K.M.C. Black Top Road on North side of the building.

WATER SUPPLY

24 hours water supply. KMC Drinking water connection will be in Kitchen.

GENERATOR

Provision for standby supply in every unit.

SCHEDULE 'E'

(Common Areas, Amenities & Facilities)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Children Play Area (h) Common Toilet on the ground floor, (i) Durwan/Guard/Caretaker's Room, (j) Electrical Meter Room (k) Community Hall (l) Residents' Club if any and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for firefighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Features

- Children's Play Area
- Community Hall
- Indoor Games Room
- Gymnasium
- Swimming Pool
- Multi activities on terrace

SCHEDULE 'F'
(Devolution of Title)

1. One Sri Behari Lal Samanta was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391; ALL THAT piece and parcel of land measuring 1.68 (one point six eight) acres, be the same or a little more less, lying and situated in Dag No. 407; ALL THAT piece and parcel of land measuring 17 (seventeen) decimals, be the same or a little more or less, lying and situated in Dag No. 409; and ALL THAT piece and parcel of land measuring 12 (twelve) Decimals, be the same or a little more or less, lying and situated in Dag No. 410, all under C.S. Khatian No. 355, altogether land measuring 2.06 acres, be the same or a little more less, in Mouza – Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Pargana-Magura, within the then South Suburban Municipality, now within the limits of the Kolkata Municipal Corporation, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District-South 24-Parganas together with all rights, easements, facilities and amenities appurtenant thereto.

2. By virtue of a Deed of Settlement (Arpannama) dated 12th February, 1947 (hereinafter referred to as "the said Arpannama"), registered at the office of Joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 5, Page Nos. 133 to 136, Being No. 211, for the year 1947, the said Behari Lal Samanta, as Settlor, granted, conveyed and transferred the aforesaid land aggregating and measuring about 2.06 acres absolutely and forever as and by way of creating a private Debuttar property unto and in favour of Sri Sri Madan Mohan Jew Thakur, represented by the then Sole Shebait Sudhir Kumar Samanta, since deceased.

3. Subsequent to the execution of the said Arpannama, by virtue of a Deed of Permanent Lease dated 12th February, 1947 executed by the said Sudhir Kumar Samanta, Shebait of the said Sri Sri Madan Mohan Jew Thakur and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 3, Page Nos. 195 to 196, Being No. 212, for the year 1947, the said Sri Sri Madan Mohan Jew Thakur granted a permanent lease in respect of ALL THAT piece and parcel of Bagan land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, lying and situated in C.S. Dag No. 407, under C.S. Khatian No. 355 of Mouza-Siriti unto and in favour of one Jugal Kishor Samanta, son of Behari Lal Samanta, since deceased.

4. During the Revisional Settlement, the said Sri Sri Madan Mohan Jew Thakur has been recorded to be absolutely seized and possessed and in absolute ownership of ALL THAT piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391, ALL THAT piece and parcel of land measuring 1.60 acres, be the same or a little more less, lying and situated in Dag No. 407, ALL THAT piece and parcel of land measuring 17(seventeen) decimals, be the same or a little more less, lying and situated in Dag No. 409, under R.S. Khatian No. 355; ALL THAT piece and parcel of land measuring 12 (twelve) decimals, be the same or a little more less, lying and situated in Dag No. 410, under R.S. Khatian No. 345, all together measuring 1.98 acres of Land, all in Mouza – Siriti, District-South 24-Parganas.

5. Sri Sri Madan Mohan Jew Thakur also got his name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No.214, Raja Ram Mohan Roy Road, Police Station Thakurpukur now Haridevpur, Kolkata 700008, under Ward No.122.

6. The said Sudhir Kumar Samanta, being the then Shebait of the said Sri Sri Madan Mohan Jew Thakur, filed one Application before the Learned District Judge, South 24 Parganas, at Alipore, being Misc. Case No.19 of 1986, praying for permission to grant a long term lease in respect of a portion of the said 1.98 acres of land whereupon the Learned District Judge vide his order dated 13th June, 1986, was pleased to dispose of the Misc. Case No.19 of 1986 by passing an order to the effect that no permission of the Court was necessary, since by the said Arpannama only a private debuttar had been created by the Settlor, and that for the benefit and welfare of the deity, the Shebait was at liberty to deal with the property in the manner that might suit the object of the trust of Arpannama. In view of such order, some portions out of the said 1.98 acres of land of the said Sri Sri Madan Mohan Jew Thakur were sold and /or leased and/or agreed to be sold by the Shebait.

7. The said Sudhir Kumar Samanta, being the then Shebait of the said Sri Sri Madan Mohan Jew Thakur, by virtue of the relevant provision in the said Arpannama, executed a Deed of Appointment of Shebait on 30th July, 1986 and registered at the office of Additional District Sub Registrar at Behala and entered in Book No.IV, Volume No.2, page No.89 to 96, Being No.61 for the year 1986, thereby appointing Ajit Kumar Samanta, son of Late Behari Lal Samanta the next Shebait inter alia, on terms and conditions contained therein.

8. After becoming the Shebait of the said Sri Sri Madan Mohan Jew Thakur by virtue of the aforesaid Deed of Appointment, the erstwhile Shebait viz. Late Sri Ajit Kumar Samanta had been regularly performing the *dev seva* and all the rituals in respect of the tradition of *seva puja* of the deity, Sri Sri Madan Mohan Jew Thakur, since the time of death of Sudhir Kumar Samanta.

9. By an Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Pratham Suppliers Private Limited, the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 6 Cottahs 6 Chittacks 29 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No.407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 411, R.S. No.186, J.L. No.11, Pargana-Magura,

at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.

10. By another Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Pratham Suppliers Private Limited, the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 7 Cottahs 6 Chittacks 18 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No.407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 411, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.

11. By another Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Utsha Mines & Mineral Pvt. Ltd., the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 5 Cottahs 12 Chittacks 30 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag Nos.391 and 407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 111, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.

12. By another Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Sri Kalyan Sarkar, the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 6 Cottahs 9 Chittacks 8 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No.407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 411, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.

13. The said Ajit Kumar Samanta, being the then Shebait filed an application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 403 of 2012, praying for permission to, inter alia, develop the aforesaid Premises being land measuring 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet, be the same or a little more or less and ALL THAT piece and parcel of Bastu

land measuring 26 (twenty six) Cottahs 2(two) Chittacks and 40 (forty) Square Feet, be the same or a little more less, whereupon structure standing thereon, lying and situated in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355 of Mouza- Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, JL. No. 11, 24 Parganas - South, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata- 700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, through M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar and praying for permission to sell and/or develop the said Premises. The said application was disposed off by the Learned District Judge by passing an Order dated 18th January, 2013 recording that the Shebait has the right to lease, sell, develop and deal with the properties for the betterment of the Trust created by the Settlor. The said application was amended for incorporating an omission and such amendment was also duly allowed by an Order dated 21st March, 2013.

14. In the meantime, the parties took appropriate steps for mutation of the name of the Owner in respect of the said Premises.

15. The Kolkata Municipal Corporation built a road and a park and by reason thereof the property owned by the said Sri Sri Madam Mohan Jew Thakur was separated into two plots out of which ALL THAT piece and parcel of land measuring 26 (twenty six) Cottahs 2 (two) Chittacks 40 (forty) Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355 of Mouza Siriti, at and being Part of Municipal Premises No. 214 Raja Ram Mohan Roy Road, subsequently renumbered and known as KMC Premises No. 214F. Raja Ram Mohan Roy Road, Police Station Haridevpur (previously Thakurpukur), Kolkata-700008, within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 122, under Assessee No. 41-122-10-0214-7 has specifically described in the SCHEDULE hereunder and hereinafter referred to as the "Said Premises".

16. That due to old age ailment, the said Ajit Kumar Samanta felt inconvenient to perform daily seva puja and activities as shebait including maintenance and management of the Trust property thereby, wanted to relinquish his duty as Shebait and finding no other alternative, subsequently the Ajit Kumar Samanta, by Indenture of Declaration dated 16.11.2011 appointed his son Sri Dippaman Samanta as next Shebait for the Deity for performance of Seva Puja and all other activities mentioned therein. The said Indenture of Declaration was registered at the Office of Additional District Sub Registrar at Behala and entered in Book No. IV, CD Volume No. 3, Page Nos. 330 to 342, Being No. 00970 for the year 2011. Thus, Sri. Dippaman Samanta then became Shebait of the said Sri Sri Madan Mohan Jew Thakur.

17. That the said Ajit Kumar Samanta died on 12.10.2016 and after the demise of Ajit Kumar Samanta, the Shri Dippaman Samanta is acting as a sole shebait of Sri Sri Madan Mohan Jew Thakur and performing daily Seva Puja and rituals.

18. The said M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar had decided and declared to assign all the right, title and interest and benefits under the said Agreements for Sale all dated 15.06.2012 (hereinafter referred to as the "Agreement for Sale"), in respect of the said Premises to the intending buyer and buyers with the consent and approval of the said Sri Sri Madan Mohan Jew Thakur.

19. The said M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar nominated M/s. BNBK Developer LLP to assign the right, title, interest and benefit under the Agreements for Sale dated 15.6.2012 in respect of the said Premises.

20. By a Deed of Conveyance dated 26th May, 2022 made between Sri Sri Madan Mohan Jew Thakur, therein referred to as the Vendor, M/s. BNBK Developer LLP, the Owner herein, therein referred to as the Purchaser, Pratham Suppliers Private Limited, therein referred to as the First Confirming Party, Utsha Mines & Minerals Private Limited, therein referred to as the Second Confirming Party and Kalyan Sarkar, therein referred to as the Third Confirming Party, registered in the office of the District Sub Registrar-IV, South 24 Parganas, West Bengal and recorded in Book No.I, Volume No.1604-2022, Page from 184603 to 184644, being No.160405662 for the year 2022, the said Sri Sri Madan Mohan Jew Thakur sold, conveyed, assigned and assured the said Premises unto and infavour of the said Owner herein, who thereafter have become sole and absolute owner of the Said Premises without any encumbrances thereof.

21. The Owner has gotten its name mutated in the records of Kolkata Municipal Corporation vide Assessee No._____ and regularly paying its applicable taxes.

SCHEDULE 'G'

(Disclosures & Acknowledgments)

1 All payments shall be made by the Allotee against proper receipts by the Owner and the Allotee shall not be entitled to claim nor to set up any other evidence regarding the payment.

2 TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allotee on the consideration payable to the Owner and the same shall be deposited by the Allotee to the concerned authority within the time period stipulated under law and the Allotee shall provide proper evidence thereof to the Owner within 30 (Thirty) days of such deduction. If such deposit of TDS is not made by the Allotee to the concerned authority or proper evidence thereof is not provided to the Owner, then the same shall be treated as default on the part of the Allotee under this agreement and the amount thereof shall be treated as outstanding.

3 The Owner has been empowered and authorized under the Development Agreement to receive all amounts from the Allotee. The Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allotee shall have no concern therewith. Further the Owner has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allotee.

4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Owner has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allotees who need the same and apply for the same with preference being given by the Owner to those Allotees who do not otherwise have parking space in the Project. The Allotee

agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Owner in respect of the Open Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

5 The Owner duly explain and Allottee understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Allottee hereby grant consent and appoint the Owner as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the Owner to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Said Unit allotted to the Allottee will remain unchanged.

6 The Allottee acknowledges and confirms that the Owner shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Owner shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

7 Upon construction of the Buildings the Owner shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.

8 The payment of all Other Charges and Deposits shall be made by the Allottee to the Owner before taking possession of the Said Unit and within 30 days of receiving Intimation for possession from the Owner.

9 Fittings & Fixtures: Except those provided by the Owner, all fit outs to be put-up, erected and installed at or inside the Said Unit 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 rules and others 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 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 Said Unit.

10 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Owner due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Said Unit and/or the Common Areas).

11 The Allottee admits and acknowledge that the Allottee has been duly made aware of the fact that the Community hall on the 1st floor level, which forms part of

the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allotees or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Allotees/ residents of the building on subject to the rules regulations and by-laws governing the same from time to time.

12 The Allotee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

13 The rights of the Allotee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

14 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.

15 In case of any amount (including maintenance charges) being due and payable by the Allotee to the Owner and/or the Maintenance In-Charge, the Allotee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Owner and/or the Maintenance In-Charge, as applicable.

16 The Owner shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allotee under this Agreement) in such manner as the Owner shall in its absolute discretion think fit and proper.

17 The Owner would convey proportionate undivided indivisible share in the Common Areas in favour of the Allotee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allotee hereby agrees.

18 Save the said Unit the Allotee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Owner shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owner in its absolute discretion shall think fit and proper and the Allotee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owner and/or the Owners exclusively.

The Owner may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common

Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/contiguous property.

19 The ownership and enjoyment of the Said Unit by the Allotee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule "G" hereto.

20 The Allotee shall have no connection whatsoever with the Allotees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allotee and the other Allotees (either express or implied) and the Allotee shall be responsible to the Owner for fulfilment of the Allotee's obligations and the Allotee's obligations and the Owner's rights shall in no way be affected or prejudiced thereby.

21 The properties and rights hereby agreed to be sold to the Allotee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Owner in writing. It is further agreed and clarified that any transfer of the said Unit by the Allotee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

22 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Owner, as per their respective entitlements, shall be entitled to do so and the Allotee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allotees (including the Allotees herein) proportionately and the Owner shall not be liable therefor in any manner and the Allotee and the other Allotees shall keep the Owner fully indemnified with regard thereto.

23 The Allotee shall be and remain responsible for and indemnify the Owner and the Owner and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allotee and shall also indemnify the Owner and the Owner against all actions claims proceedings costs expenses and demands made against or suffered by the Owner as a result of any act omission or negligence of the Allotee or the servants agents licensees or invitees of the Allotee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allotee.

24 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the Allotee thereof.

25 The Allotee may only after payment of entire dues of this agreement and that too upon taking prior written consent of the Owner and against payment of the sum 100% hereunder or at which the Said Unit is purchased by the nominee, whichever be higher, in advance to the Owner, get the name of his nominee

substituted in his place and stead in the records of the Owner as the Buyer of the Said Unit subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @1% mentioned in this clause in respect of the Said Unit paid to the Owner 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 Owner shall have no liability in respect thereof and in case any tax is demanded from the Owner or to which the Owner 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 Owner and the Owner 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 twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Said Unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Owner in respect of the Said Unit are fully paid up and a No Dues certificate is obtained by the Allottee from the Owner. It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

26 AREA CALCULATION:

Carpet Area of Said Unit: The carpet area for the Said Unit or any other Apartment shall mean the net usable floor area, with area of cupboard of such Said Unit excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the apartment.

Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the.

Open Terrace Area: The net usable area of the exclusive open space attached to the Said Unit if granted to the Allottee.

Built-up Area: The built-up area for the Said Unit or any other apartment shall mean the Carpet Area of such Said Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Said Unit /Balcony and any other apartment /Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).

Proportionate Common Area: The proportionate share of the Common Areas attributable to the Said Unit is undivided **361** Square feet more or less.

Maintenance Chargeable Area: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Carpet area, Balcony area and Proportionate Common Area which

is **361** Square feet more or less.

27 In case the Allotee, with the prior written consent of the Owner, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allotee alone.

28 The Owner shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Owner and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Owner in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Owner and the Allotee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

29 Unless changed by the Owner, Raj Agarwal and associates shall be the Architect for the Project.

30 The Project shall bear the name “_____” or such other name as be decided by the Owner from time to time. The name of the Project cannot be changed unless permitted by the Owner in writing and it shall not be necessary for the Owner to grant any such permission.

SCHEDULE 'H'
(House rules)

The Allotee binds himself and covenants to abide by the following rules, regulations and restrictions:

1. To use the Said Unit 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 Owner 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 Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

2. That unless the right of parking is expressly granted, the Allotee shall not park any motor car, tow 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.

3. In case the Allotee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

i) The Allotee shall pay the Parking Facility Maintenance Charges punctually and without any delay default.

ii) The Allotee shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;

iii) The Allottee shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.

iv) 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 or servants, drivers or any person whatsoever.

v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Said Unit nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

viii) Any use of the Mechanical Parking System by the Allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Owner and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Allottee binds himself and agrees as follows: -

i) The said facilities may be used by the Allottee and its family members residing at the Said Unit in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee desires to avail such facilities, the Allottee shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

ii) The Allottee shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Allottee using due care and caution and the role of the Owner shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Owner liable in any manner for any accident or damage while enjoying any such facilities by the Allottee or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Owner or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Owner or the Maintenance In-Charge in writing and the Owner or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation

Facility shall be done by the Allottee using due care and caution and the role of the Owner shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owner liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following:

6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his 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 Said Unit save that the Allottee shall have the right install window/split air-conditioners at the place/s provided therefor in the said Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Said Unit in the records of appropriate authority within 06 (six) months from the date of possession.

10. Not to partition or sub-divide the Said Unit nor to commit or permit to be committed any form of alteration or changes in the Said Unit or in the beams, columns, pillars of the Said Buildings passing through the Said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.

11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Owner or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Owner or the Association may affect the elevation in respect of the exterior walls of the buildings.

12. In case any Open Terrace be attached to any Said Unit then the same shall be a right appurtenant to such Said Unit and the right of use and enjoyment thereof shall always travel with such Said Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation

thereto.

i) The Allotee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Said Unit owned by such Allotee in the said buildings).

ii) The Allotee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.

iii) The Allotee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.

iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

14. Not to install or keep or operate any generator in the Said Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said Unit is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.

15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Said Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allotee or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.

18. No bird or animal shall be kept or harbored 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.

19. To allow the Maintenance In-Charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects

decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allotee thereabout.

20. To use the Common Areas only to the extent required for ingress to and egress from the Said Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and all other persons entitled thereto.

21. To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Said Unit free from all hazards relating to fire.

22. To keep the Said Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Said Unit 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 Said Apartment.

23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.

24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Unit and any other Unit in or portion of the Project.

25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.

26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.

27. To maintain at his own costs, the Said Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC 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 Said Unit 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.

28. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the

place and in the manner as specified by the Owner as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.

29. Not to install grills the design of which have not been suggested or approved by the Owner or the Architects. It may be installed by Owner at the cost of the purchaser.

30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas, etc.

32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the Owner.

33. Not to use the Said Unit 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.

34. To allow and permit the Owner the following rights and authorities: -

i) The Owner shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Owner in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon 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 there from by the Owners/ suppliers/service provider) against applicable charges and terms and conditions there for. The Owner 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 pro-tanto subsidize meet the Common Expenses to that extent.

35. The Allotee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Said Unit and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Allotee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.

ii) All other taxes land revenues, impositions levies cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Said Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

iii) Electricity charges for electricity consumed in or relating to the Said Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Owner and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.

iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Said Unit and the Appurtenances 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 Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.

v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.2/- (Rupees Two) only per Square foot per month of the Maintenance Chargeable Area (as mentioned in Clause 26 of Schedule "G" mentioned hereinabove) of the Said Unit and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.

vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Owner the appropriate authorities as the case may be.

vii) 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.

All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Said Unit 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.

The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.

In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees customers agents tenants or licensees and/or the Said Apartment.

The Allottee shall be and remain responsible for and to indemnify the Owners, the Owner and the Association against all damages costs claims demands and proceedings occasioned to the premises 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 Owner against all actions claims proceedings costs expenses and demands made against or suffered by the Owner as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations 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, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

MEMO OF CONSIDERATION

Received from the [1] _____ and [2] _____
within named Purchaser the sum of **Rs.** _____/- (**Rupees**
_____) only as part consideration for the said Apartment .

<u>Sl. No.</u>	<u>Bank Name</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>

				=====

WITNESS

1.

SIGNATURE OF THE OWNER

2.

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:

Owner

Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

(2) Signature:

Name:

Address:

At:

On:

In the presence of:

WITNESSES:

(1) Signature:

Name:

Address:

(2) Signature :

Name:

Address: