

SALE AGREEMENT

THIS SALE AGREEMENT is executed at Kolkata on this ____ day of _____, _____.

BETWEEN

Fortune Park Housing Projects Private Limited, (CIN : U51909WB1992PTC055934) a company incorporated under the Companies Act, 1956 and having its registered office at Gillanders House, B-Block, 1st Floor, 8, Netaji Subhash Road, Kolkata-700001, Police Station Hare Street, Post Office Kolkata GPO, District Kolkata (**PAN AADCM4592M**) represented by its Directors and/ or Authorised Signatory hereinafter referred to as the **OWNERS/PROMOTERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

(collectively **Owners/Promoters**, which expression shall include its successors-in-interest)

For Fortune Park Housing Projects Pvt. Ltd

DIRECTOR /AUTHORISED SIGNATORY

And

1. **Mr.** _____, Son of _____, by nationality Indian, by occupation _____, address _____, P.O. _____, P. S. _____, Dist. _____, Pin - _____, having **PAN No.** _____ & **AADHAAR No.** _____.

(**Allottees**, which expression shall include his/her heirs/heiresses, executors, administrators, successors-in-interest and permitted assigns)

Owners/Promoters and Allottees referred to as such or as **Party** and collectively **Parties**.

It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 584.1 decimals more or less will consist of residential Units, club, banquets, sporting and / or leisure facilities, fitness center and entertainment facilities, etc. as may be permitted under the law (s) .

For the purpose of this Agreement, unless the context otherwise requires:

1. That the West Bengal Housing Industry Regulation Act, 2017 has been struck down by Hon'ble Supreme Court of India on 4.5.2021 in the case of Forum for People's Collective Efforts (FPCE) & Anr. v. The State of West Bengal & Anr.
2. That currently our project is neither registered with WBHIRA nor with WBRERA. However, We, Promoter/ Developer hereby agrees to register our project as per the Real Estate (Regulation and Development) Act, 2016 and abide by the rules, regulations and bylaws as and when framed/notified by the State of West Bengal.
3. That all necessary statutory approval required for construction of multistoried residential building has been obtained as required by laws in the State of West Bengal. We are developing this project as per RERA guidelines.

DEFINITIONS - **General -**

- 1.1 “**Architect**” shall mean the Architect appointed or to be appointed from time to time by Owners/Promoters for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.2 **Allotment/Agreement For Sale** - shall mean the provisional allotment letter and/or this Agreement for sale of the Apartment.
- 1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the Allottees in various buildings/phase of entire housing complex where each such associate or any other legal entity , as the case may be , which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently

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retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.

- 1.4 **Block/Tower** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.5 **Association of Allottees'** means a collective body of the allottees of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottees.
- 1.6 **Built up Area** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.7 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3 and future proposed buildings Projects/Phases including the Completed Phases, in the Plan attached herewith as "Annex - A1. Future extensions to this Complex will merge and integrate and become part of this Complex.
- 1.8 **Project/ Phase Plan** shall mean the project plan for **Fortune Heights_Phase V i.e., Blocks A and B** in the Plan annexed herewith as "Annex- A1.
- 1.9 **Carpet Area** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit meant for the exclusive use of the Allottee, but includes the internal partition walls of the Unit.
- 1.10 **Proportionate Share** will be fixed on the basis of the area of the Unit purchased in proportion to the area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.11 **Phase** of a Real Estate Project means a phase which may consist of one or more building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoreyed building/wing.
- 1.12 **Super Built up Area/ Chargeable Area for Maintenance** will be the built up Area and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, club, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof, maintenance offices or stores, security or fire control rooms and architectural features if provided etc. as agreed between the Owners/Promoters and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees.
- 1.13 **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Owners/Promoters for the preparation of the structural design and drawings of the buildings.

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WHEREAS:

- A.** The Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring 584 decimals in various RS/LR Dag Nos. 1576, 1577, 1578, 1579, 1581, 1589, 1590, 1591, 1592, 1593, 1594, 1599, 1600, 1579/1751, 1578/1752, 1578/1753, 1600/1754, 1600/1755 and 1599/1756, more or less, recorded in R.S. Khatian No. 1229, 1327, 570, 1120, 1325, 1322, 196, 531, 1321, 335, 837, 508, 103, 1324, 872, 1326, 242, 11, 721, 1426, 362, 1293, 736, 1179, 1267, 591/1, 1533, 1250, 582/1, 1323 under RS/L.R. Khatian No. 1772, Mouza Moynagadi, J.L. No. 6 and being Municipal Premises No. 168, Krishna Nagar Road, Barasat, Kolkata 700125, Police Station Barasat (earlier) & Duttapukur (Present), within Paschim Khilkapur Gram Panchayat, Sub-Registration District Barasat, District North 24 Parganas, "LARGER PROPERTY" more fully described in Schedule A 1.
- B.** The title Documents of the Owners are more fully described in The Deed of Declaration dated 29.06.2015 registered in the Office of the District Sub Registrar - III, North 24 Parganas Barasat, in Book No. I, Volume No. 1525-2015, at Pages 29405 to 29439, being Deed No. 152507117 for the year 2015, the Owner became the sole and Absolute owner of the Said Larger Property as mentioned in the **Schedule A 1** which includes Phase No. III, II, and future phases altogether described below. The Owners and the Owners/Promoters have contemplated that this Project shall be part of a residential Housing complex comprising several phases/Projects that would be developed in a staggered phase and each phase/project will comprise one or more Building Blocks.
- C. Real Estate Project:** The Larger Property is demarked for the purpose of building are residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as Fortune Heights ("**Said Complex**"). The development of the Said Complex known as **Fortune Heights** *inter alia* consisting of;
- (i) **Block/Building Nos. K, L, M & N** *inter-alia* comprising of 4 (four) Ground + 11 (G+11) storied residential buildings, constructed upon portion of the Larger Property [being developed as **Phase I**, upon which Occupancy Certificate (issued by the Paschim Khilkapur Gram Panchayat (**PKGP**), North 24 Parganas vide Memo No: PKGP/119/2018 dated 07/08/2018 already obtained],
 - (ii) **Block/Building Nos. I and J** *inter-alia* comprising of 2 Ground+ 11 storied residential buildings, constructed upon portion of the Larger Property [being developed as **Phase II**, upon which Occupancy Certificate (issued by the Paschim Khilkapur Gram Panchayat (**PKGP**), North 24 Parganas vide Memo No: PKGP/41/2020 dated 13/05/2021 already obtained],
 - (iii) **Block/Building Nos. G and H** *inter-alia* comprising of 2 Ground+ 11 storied residential buildings, being constructed on the Project Property registered the Real Estate Project under the provision of WBHIRA the act with the Authority at Kolkata on 03/03/2021 under Registration no. **HIRA/P/NOR/2021/001204**. as **Phase III**,
 - (iv) **Block/Building Nos. C, D, E & F** *inter-alia* comprising of 3 Ground + 11 storied and 1 Ground + 7 (G+7) storied residential buildings, being constructed on the Project Property being developed as **Phase IV**.

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- (v) **Block/Building Nos. A & B** *inter-alia* comprising of 2 (Two) Ground + 11 (G+11) storied residential buildings, being constructed on the Project Property being developed as Project **Phase V**.
- (vi) proposed as a 'real estate project' ("**the Real Estate Project or Project**") with the West Bengal Real Estate Regulatory Authority ("**Authority**"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- D.** The Owners/Promoters are fully competent to enter into this Agreement. And all the legal formalities with respect to the title of the Owners / Promoters to the Project Property and the Owners / Promoter's right and entitlement to develop the Project Property and Larger Property on which *inter-alia* the Project is to be constructed have been completed.
- E.** The Owners/Promoters has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority) on which is presently being developed as a phase (**Phase V**) of the Whole Project. The Owners/Promoters agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- F.** The Allottees have applied for an apartment in the Project and have been allotted Residential **Block** - ____, **Floor** ____ (____), **Flat No.** _____, having Chargeable Area for Maintenance _____ **Sq. Ft.** Built up Area of Flat (approximately) _____ **Sq. Ft.** Carpet Area (As per WBRERA) _____ **Sq. Ft.** Balcony Area ____ **Sq. Ft.** in the Said Complex named **Fortune Heights**. The layout of the said Flat/Unit is delineated on the **Plan A2** annexed hereto and marked with colour **RED** thereon. The right to use of ~~open/covered~~ car parking/~~two-wheeler~~ space in the ground floor of any building of the said complex for **0 (Nil)** no. medium size ~~car/two-wheeler~~ of the Said Complex to be allotted by the Owner at a later date together with pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below ("**Common Areas**") and also **together with** undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment ("**Land Share**"). The Said Apartment, the Said Parking Space (if any), the Share in Common Areas and the Land Share, collectively described in **Schedule B** below (collectively "**Said Apartment And Appurtenances**").
- 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 principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Owners/Promoters are briefly stated below-
- (i) **Block/Building Nos. "A" and "B"** *inter-alia* comprising of 2 Ground+11(G+11) storied residential buildings, being constructed on the Project Property, as **Phase V**. Therefore, **Phase V** constitutes the Real Estate Project in accordance with the provision of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in the **Plan** annexed as **Annexure "A1"** hereto and more particularly described in **Schedule A-1** below the Project Property (as defined in Clause A above).

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- (ii) The detailed scheme of development attached as **Annexure "A1"** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Owners/Promoters at its sole discretion either in terms of the Plan in **Annexure "A1"** or in such other manner as may be possible under the relevant /applicable laws.
- (iii) The Owners/Promoters is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Agreement (the phase-wise development of the entirety of the Larger Property as envisaged in this Agreement and as also mentioned/contemplated in the other portions of this Agreement hereinafter referred to as "**the Whole Project**").
- (vi) Apart from the Real Estate Project, the Owners/Promoters proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property ("**Other Residential Component**") and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Owners/Promoters may in its sole discretion deem fit.
- (v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities ("**Other Residential Exclusive Amenities**") and which may exclusively be made available to and usable by such person(s) as the Owners/Promoters may in its sole discretion deem fit including the Allottees of the Other Residential Component and, may not be available to the Allottees or any other Allottees/occupants of apartments/flats in the Real Estate Project.
- (vi) Further, the Owners/Promoters proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities upon the Larger Property ("**Non-Residential Component**") and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Owners/Promoters may in its sole discretion deem fit.
- (vii) On the Larger Property, the Owners/Promoters also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Owners/Promoters may in its sole discretion deem fit including the Allottees/s/occupants of such non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the Allottees/s of the Real Estate Project and the Other Residential Component ("**Non-Residential Exclusive Amenities**").
- (viii) The Owners/Promoters is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the Panchayat and all other concerned authorities.

The Allottees agrees that the Owners/Promoters shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Allottees/s of such apartments/flats and to the exclusion of other Allottees/s in the Real Estate Project ("**Limited Areas And Facilities**"). The Allottees agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottees agrees to not use the Limited Areas And Facilities identified for other Allottees/s nor shall the Allottees have any claim of any nature whatsoever with

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respect to the Limited Areas And Facilities identified for other Allottees/s and/or the usage thereof.

- (ix) The Common Areas in the Real Estate Project that may be usable by the Allottees and other Allottees/s on a non-exclusive basis are listed in **Schedule E** hereunder written.
- (x) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottees and other Allottees/s in the Whole Project on a non-exclusive basis (“**Whole Project Included Amenities**”) are listed in **Schedule F** hereunder written. The Allottees agrees and accepts that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Whole Project.
- (xi) The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Whole Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of this Project/Phase which are meant or allowed by the Owners/Promoters for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Owners/Promoters for use of the occupants of other parts/phases and also the past and future phases as defined herein of the Whole Project (Complex Common Areas, Amenities and Facilities).
- (xii) The Allottees agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Owners/Promoters only upon completion of the Real Estate Project in all respects. The Owners/Promoters shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Competent Authority and all other concerned authorities, and construct additional built-up area **(i)** by way of additional apartments and/or additional floors on the Said Block/Building; and/or **(ii)** additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Owners/Promoters will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottees hereby irrevocably agrees and gives his/her/its express consent to the Owners/Promoters for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottees’s consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Owners/Promoters whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Allottees hereby agrees to give all facilities and co-operation as the Owners/Promoters may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Owners/Promoters to complete the development smoothly and in the manner determined by the Owners/Promoters.

It is expressly agreed by the Parties that the Owners/Promoters will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Owners/Promoters as aforesaid.

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(xiii) The Allottees agrees and acknowledges that the sample apartment/flat (if any) as constructed by the Owners/Owners/Promoters and all furniture's, items, electronic goods, amenities, false ceiling, paint, soft fittings and furnishings etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Owners/Owners/Promoters is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Owners/ Owners/Promoters under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Owners/ Promoters.

J. 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.

K. 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.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners/ Promoters hereby agrees to sell and the Allottees hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in Schedule B.

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:

- I. Subject to the terms and conditions as detailed in this Agreement, the Owners/ Promoters agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Said Apartment And Appurtenances, described in **Schedule B**.
- II. The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C**.

Explanation:

1. The Total Price includes the application amount paid by the Allottees to the Owners/Promoters towards the Said Apartment And Appurtenances.
2. In addition to the Total Price, the Allottees/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/ payable now or which may become applicable/payable in future) including GST, and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment

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And Appurtenances, shall be borne and paid by the Allottees alone and the Owners/Promoters shall not be liable to bear or pay the same or any part thereof;

3. Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the Scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottees.

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto.

4. The Owners/Promoters shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment demanded by the Owners/Promoters within the time and in the manner specified therein. In addition, the Owners/Promoters shall provide to the Allottees 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.
5. The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of 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 Said Apartment and the Project
 - a) The Total Price is escalation-free, save and except escalations/increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time.
 - b) The Owners/Promoters undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the /Owners/Promoters shall enclose the said notification/ order /rule /regulation /demand, published/issued to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottees.
 - c) In case WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.
 - d) The Allottees shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
 - e) The Owners/Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottees by discounting such early payments @ 6% 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 Allottees by the Owners/Promoters.

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The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

2. Mode of Payment:

- 2.1 Subject to the terms of this Agreement and the Owners/Promoters abiding by the construction milestones as expressly mentioned in this Agreement, the Allottees shall make all payments, on written demand by the Owners/Promoters, within 15 days through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Owners/ Promoters payable at Kolkata.
- 2.2 The Owners/Promoters shall be entitled to securitize the Total Price and other amounts payable by the Allottees 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 right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Owners/Promoters, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Owners/Promoters shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Owners/Promoters under this Agreement and in no event the Owners/Promoters shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.
- 2.4 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Owners/Promoters to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Owners/Promoters demonstrating dispatch of such intimation to the address of the Allottees as stated at Clause 30 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Owners/Promoters upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.5 In the event of delay and/or default on the part of the Allottees in making payment of any GST or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Owners/Promoters under this Agreement or under applicable law, the Owners/Promoters shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 2.6 In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Owners/Promoters may at its sole discretion be entitled to exercise any recourse available herein. Further, the Owners/ Promoters shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Owners/Promoters of all the amounts including the dishonour charges of **Rs. 5000/- (Rupees Five Thousand only)** (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Owners/Promoters shall be entitled to

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cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Owners/Promoters may consider the same at its sole discretion. In the event of dishonour of any cheque, the Owners/Promoters has no obligation to return the original dishonoured cheque.

3. Compliance Of Laws Relating To Remittances:

The Allottees, 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/transfer of immovable properties in India etc. and provide the Owners/Promoters with such permission, approvals which would enable the Owners/Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees 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.

The Owners/Promoters accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottees shall keep the Owners/Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Owners/Promoters immediately and comply with necessary formalities if any under the applicable laws. The Owners/Promoters shall not be responsible towards any third party making payment/ remittances on behalf of any Allottees 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 Owners/Promoters shall be issuing the payment receipts in favour of the Allottees only.

4. Adjustment/Appropriation Of Payments:

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

5. Time Is Essence:

The Owners/Promoters shall abide by the time **Schedule** for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottees and the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of Allottees, upon its formation and registration.

6. Construction Of The Project/Apartment And Common Areas Facilities & Amenities:

- 6.1 The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Owners/Promoters. The Owners/Promoters shall develop the Real Estate

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Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Owners/Promoters 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 Sanction Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Owners/Promoters shall constitute a material breach of the Agreement. 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 Owners/Promoters, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owners/Promoters shall ensure that the cost and 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 D** of this Agreement.

- 6.2 The Allottees agrees, accepts and confirms that the Owners/Promoters is entitled to the rights and entitlements in this Agreement.
- 6.3 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Real Estate Project and the Other Residential Component as may be permissible in the manner more particularly detailed hereinabove. The Owners/Promoters shall be entitled to develop the Larger Property as the Owners/Promoters deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottees has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Owners/Promoters in this regard.
- 6.4 Taking into account any extra FAR sanction on account of Green Building /Metro/any other sanctionable provision including unused FSI, the Allottee agrees that the Owner and the Owners/Promoters is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities.

However the Owners/Promoters can use the FAR only if this phase/project, lay-out is not materially affected which means that Owners/Promoters can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in lay-out will be permitted in this phase/project but can change the layout vertically and horizontally both in other phases/projects of the Housing Complex. Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said phase/project including the staircases, lifts, entrances, sewerages, drains and others.

- 6.5 The Allottee acknowledges that in the event of such changes being undertaken, the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the common parts and portions. Besides the Additional FAR/FSI as stated above the Owners/Promoters 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 and further, the Allottee(s) hereby give consent to the Owners/Promoters that the Owners/Promoters shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present

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project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Owners/Promoters decides. The Allottee is also notified that the Owners/Promoters may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Owners/Promoters may decide to provide for a passage way across this Housing Complex and for this purpose the Owners/Promoters shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association. The Owners/Promoters may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Owners/Promoters will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases/Complex.

- 6.6 The Owners/Promoters will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas and some facilities and amenities will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period.
- 6.7 After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective the Owners/Promoters may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Housing Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Owners/ Promoters to the Allottee in the present project/phase and also delivery within the committed time.
- 6.8 The Owners/Promoters has informed the Allottees that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Owners/Promoters has further informed the Allottees that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottees along with other Allottees/s of flats/units/apartments in the Said Block/Building and/or the Real Estate Project and/or in the Whole Project, and the Allottees shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottees of flats/units/apartments in the Real Estate Project including the Allottees/s herein and the proportion to be paid by the Allottees shall be determined by the Owners/Promoters and the Allottees agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottees nor any of the Allottees/s of flats/units/apartments in the Real Estate Project shall object to the Owners/Promoters laying through or under or over the land described in **Schedule A-1** and **Schedule A-2** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Larger Property.
- 6.9 As mentioned above, the Owners/Promoters may contemplate to develop the Proposed Adjoining Land and shall be entitled to club/amalgamate the Larger Property (or part thereof) with the Proposed Adjoining Land as a common integrated layout with the Larger Property (or part thereof) or otherwise including as a separate independent layout, in a phase wise manner.

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- 6.10 The Allottees is aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project Included Amenities (specified in **Schedule F** below) in common with other Allottees/s and users in the Real Estate Project and the Whole Project and the Owners/ Promoters and its contractors, workmen, agents, employees, personnel and consultants. The Allottees is also aware that the Owners/ Promoters shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Owners/Promoters may in its sole discretion deem fit including the Allottees/occupants of the Other Residential Component and shall not be available to the Allottees or any other Allottees/occupants of apartments/flats in the Real Estate Project.
- 6.11 The Whole Project Included Amenities and any other areas as may be designated by the Owners/Promoters including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottees nor any person or entity on the Allottees's behalf shall, at any time claim any exclusive rights with respect to the same.
- 6.12 Allottees shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Block/Building and/or the Real Estate Project and/or the Other Residential Component and/or the Whole Project and/or the Larger Property.

7. Possession Of The Apartment:

- 7.1 **Schedule for possession of the Said Apartment** - The Owners/Promoters agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of Allottees (upon its formation and registration) is the essence of the Agreement. The Owners/Promoters assures to hand over possession of the Said Apartment along with ready and complete Common Areas of the Real Estate Project (as specified in **Schedule E** below) with all specifications (as provided in **Schedule D** below) in place on **30-12-2024 (DECEMBER'2024)** for Block/Building No. A and B with a grace period of 12 months ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic or any other calamity caused by nature affecting the regular development of the Real Estate Project ("**Force Majeure**"). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Owners/Promoters 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 Allottees agrees and confirms that, in the event it becomes impossible for the Owners/Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owners/Promoters shall refund to the Allottees the entire amount received by the Owners/Promoters from the allotment within 45 days from that date. The Owners/Promoters shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Owners/Promoters and that the Owners/Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 The Possession Date has been accepted by the Allottees. However, if the Said Apartment is made ready prior to the Completion Date, the Allottees 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 Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions

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and deposited with the appropriate authorities concerned shall not be returned by the Owners/Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.3 **Procedure for taking possession:** The Owners/Promoters, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottees in terms of this Agreement to be taken within 15 days from notice of possession or two months from the date of issue of Completion Certificate which ever is later subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Owners/Promoters agrees and undertakes to indemnify the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owners/Promoters. The Allottees, after taking possession, agree(s) to pay the maintenance charges (as provided on **Schedule H** below) as determined by the Owners/Promoters/association of Allottees/Apex Body, as the case may be starting after 15 days from notice of possession or two months from Completion Certificate which ever is later. The Owners/Promoters shall hand over the photocopy of completion certificate of the Project to the Allottees at the time of conveyance of the same.
- 7.4 **Failure of Allottees to take Possession of Apartment-** Upon receiving a written intimation from the Owners/Promoters as mentioned above, the Allottees shall take possession of the Said Apartment from the Owners/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owners/Promoters shall give possession of the Said Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.3 above, such Allottees shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, *Khazna* and statutory tax and other outgoings and further holding charges, being Rs. 2000/ month, for the period of delay after the lapse of 2 months from the date of issuance of possession notice of the Said Apartment shall become applicable.

8. Representations And Warranties Of The Owners/Promoters:

The Owners/Promoters hereby represents and warrants to the Allottees as follows:

- i. The Owners have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.
- ii. The Owners/Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- iii. There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority.
- iv. There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law.

Further, the Owners/Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Property, the Said Apartment, the Said Block/Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of Allottees;

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- vi. The Owners/Promoters 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 Allottees created herein, may prejudicially be affected;
- vii. The Owners/Promoters has not entered into any agreement for Sale and/or any other agreement/arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- viii. The Owners/Promoters confirms that the Owners/Promoters is not restricted in any manner whatsoever from selling the Said Apartment to the Allottees in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Owners/Promoters shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of Allottees, upon the same being formed and registered;
- x. The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property;
- xi. The Owners/Promoters 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 till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and. facilities) has been handed over to the Allottees and the association of Allottees;
- 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 Project Property) has been received by or served upon the Owners/Promoters in respect of the Project Property and/or the Real Estate Project.
- xiii. That the property is not waqf property.

9. Events of Defaults And Consequences:

- 9.1 Subject to the Force Majeure clause, the Owners/Promoters shall be considered under a condition of Default, in the following events:
 - (i) Owners/Promoters fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Schedule D** of this Agreement, and for which completion certificate, has been issued by the competent authority;
 - (ii) Discontinuance of the Owners/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Owners/Promoters under the conditions listed above, Allottees is entitled to the following:

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- (i) Stop making further payments to Owners/Promoters as demanded by the Owners/Promoters. If the Allottees stops making payments the Owners/Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest;
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Owners/Promoters shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Allottees registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottees does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owners/Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Owners/Promoters to the Allottees within forty-five days of it becoming due. Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Owners/Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottees fails to make payment to the Owners/Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Owners/Promoters on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottees under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Owners/Promoters in this regard, the Owners/Promoters, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottees and forfeit the entirety of the allotment (10%) amount paid for the allotment. Upon issuing cancellation in respect of the Said Apartment and Appurtenances and upon retransfer of the Said Apartment and Appurtenances i.e. upon the Owners/Promoters subsequently selling and transferring the Said Apartment and Appurtenances to another Allottees and receipt of the total price thereon, the Owners/Promoters shall after adjusting the allotment amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Owners/Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, and the documentation legal charges, stamp duty, registration charges, standard user charges revocation charges Registration of Sale Agreement, cancellation after registration (2%) revocation charges to be beared by allottees, the Allottees shall have no claim of any nature whatsoever on the Owners/Promoters and/or the Said Apartment and Appurtenances and the Owners/Promoters shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1 The Owners/Promoters, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottees, shall execute a

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conveyance deed drafted by the Owners/Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottees. However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Owners/Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottees shall be bound by its obligations as more fully mentioned in this Agreement.

- 10.2 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 Owners/Promoters **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 (but not for any commercial purpose) for which no further consent of the Owners/Promoters 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.

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

The Owners/Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Apex Association upon the issuance of the completion certificate of the whole Project. The cost of such maintenance will be paid/borne by the Allottees (to the Owners/Promoters) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of Allottees and thereafter to the Apex association of Allottees. Maintenance Expenses wherever referred to in this Agreement 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 Project including those mentioned in **Schedule H** below ("**Common Expenses/Maintenance Charges**").

Infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Owners/Promoters shall be the occupant in respect of any plot/apartment/building. The owner/Owners/Promoters will not be liable to pay maintenance charge on any unsold apartments except those being used by him as office, model flat etc.

In the event of any default the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two percent p.a on amounts outstanding and if such default shall continue for a period of two months the Owners/Promoters or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented.

- (a) To the discontinuance of services;
- (b) Prevent usage of the lift and prevent usage of the Recreation centre/Club and/or By Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.

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- (c) The Allottee will not be permitted to use any of the facilities and/or utilities in the Residential Complex in case the Allottee breaches any of the provisions herein till such time the breach continues. Owners/Promoters or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
- (d) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (e) In the event of sale and transfer of the Apartment the Owners/Promoters or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

12. Defect Liability:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owners/Promoters as per the agreement for sale relating to such development is brought to the notice of the Owners/Promoters within a period of 5 (five) years by the Allottees from the date of obtaining the completion certificate, it shall be the duty of the Owners/Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owners/Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owners/Promoters and without giving the Owners/Promoters the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owners/Promoters shall be relieved of its obligations contained in clause 12.1 hereinabove.
- 12.2 It is clarified that the Owners/Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottees and/or any other Allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Allottees and/or any other Allottees/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottees is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Owners/Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottees and/or the association of Allottees shall have no claim(s) of whatsoever nature against the Owners/Promoters in this regard. Notwithstanding anything contained in the above clause the following exclusions are made
- a. Equipment (lifts, generator, motors, STP, WTP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. There after the welfare association/society shall take annual maintenance contract with the suppliers. The Owners/ Promoters shall transfer manufacturer's guarantees /warrantees to the allottee or association of allottees as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. Having natural wear and tear.

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- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

The Owners/Promoters may obtain all such insurances, including but not limited to insurance of this Project and the cost of such Insurance till transfer of the Insurance in favour of the Association of Apartment Owners, shall form part of the common expenses proportionate share whereof shall be borne by the Allottees.

Provided that where the manufacturer warranty as shown by the Owners/Promoters to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Owners/Promoters shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all 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* 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 who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. Right of Allottee to use common areas and facilities subject to payment of total maintenance charges:

The Allottee hereby agrees to purchase the [Apartment / Plot] on the specific understanding that his/her right to the use of the 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 Owners/Promoters/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Said 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.

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15. Usage:

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

16. General Compliance With Respect To The Apartment /Project

- a. Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Said 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 Said Block/Building, or the Said 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block/Building is not in any way damaged or jeopardized.
- b. The Allottees 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 Said Block/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 and balconies or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Block/Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- c. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owners/Promoters and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- d. Internal wiring for electrification will be provided for each Apartment. However, the Alottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority;

In addition to the aforesaid, the Allottees hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

17. Compliance Of Laws, Notification Etc. By Alottees:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has

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taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

18. Additional Constructions:

The Owners/Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

19. Owners/Promoters Shall Not Mortgage Or Create A Charge:

After the Owners/Promoters 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 Allottees who has taken or agreed to take such Apartment. Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Owners/Promoters to raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage/ securitization of the Apartment/Project/Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

20. Apartment Ownership Act:

The Owners/Promoters 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 Owners/Promoters showing compliance of various laws/ regulations as applicable in said Act.

An Apartment Owners Apex Association (Holding Organisation) will be formed Upon completion of construction of the entire Housing complex/Project as the Owners/Promoters may deem fit and proper, the Owners/Promoters shall call upon the Allottees to hold a General Meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organisation, as prepared and provided by the Owners/Promoters at such General Meeting, which shall be final and binding on all the Apartment Owners. When such Association would be formed, each Allottee shall automatically become a member. Until such Association is formed the Owners/Promoters shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Owners/Promoters. The Allottee grants all powers to the Builder and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allottee undertake to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Owners/Promoters for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Owners/Promoters/Association the name of the transferee and his address. Similarly the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Owners/Promoters/Association about his ownership or interest as the case may be of the Apartment in question.

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21. Binding Effect:

Forwarding this Agreement to the Allottees by the Owners/Promoters does not create a binding obligation on the part of the Owners/Promoters or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owners/Promoters. If the Allottees(s) fails to execute and deliver to the Owners/Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Owners/Promoters, then the Owners/Promoters shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever after deducting the application money.

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 apartment/plot/building, as the case may be.

23. Right To Amend:

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

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

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

26. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the

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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 Allottees has to make any payment, in common with other Allottees(s) in Project, the same shall be the proportion which the area of the Apartment bears to the area of all the Apartments in the Project.

28. Further Assurances:

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

29. Place Of Execution:

The execution of this Agreement shall be completed only upon its execution by the Owners/Promoters through its authorized signatory at the Owners/Promoters's Office, or at some other place, which may be mutually agreed between the Owners/Promoters and the Allottees, in after the Agreement is duly executed by the Allottees and the Owners/Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar of Assurance, Kolkata /District Registration office at Barasat (District 24 Parganas (N)).

30. Notices:

That all notices to be served on the Allottees and the Owners/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Owners/Promoters by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottees and the Owners/Promoters 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 Owners/Promoters or the Allottees, as the case may be.

31. Joint Allottees:

That in case there are Joint Allottees all communications shall be sent by the Owners/Promoters to the Allottees 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

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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 under the Arbitration and Conciliation Act, 1996.

Disclaimer: Following 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 thereunder.

34. Nomination

If prior to execution of the conveyance, the Allottee(s) nominates his/their allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Owners/Owners/Promoters. However the first 12(twelve) months from the date of Application/Allotment shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favour of any third party. At the time of nomination, the Transferee will be compulsorily required to register the Agreement for sale/nomination agreement. The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Owners/Promoters.

Any additional income tax liability that may become payable by the Owners/Promoters due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Owners /Promoters agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time and the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

34.1 It is agreed that the Owners/Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Owners/Promoters at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the Said Apartment, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Owners/Promoters may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act. The Owners/ Owners/Promoters shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.

34.2 The Owners/Promoters shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Block/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 Owners/Promoters. If there is reduction in the carpet area then the Owners/Promoters shall refund the excess money paid by the Allottees 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 Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottees, the Owners/Promoters shall demand additional amount from the Allottees towards the Total

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Price, which shall be payable by the Allottees prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Owners/Promoters/Allottees, as the case may be, under this Clause, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

- 34.3.1 Subject to Clause 9.3 of this Agreement, the Owners/Promoters agrees and acknowledges that the Allottees shall have the following rights to the Said Apartment And Appurtenances:
- (i) The Allottees shall have exclusive entitlement of the Said Apartment other than any kind of Roof Area.
 - (ii) The Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottees in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottees shall use the Common Areas of the Real Estate Project along with other occupants/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. No Allottee shall use any Common area for any personal purpose for keeping materials of any kind or purpose of gardening or any such activity or construct anything temporary or permanent in nature or draw electric or plumbing line either temporary or permanent in nature. It is clarified that the Owners/Promoters shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of 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 Said Apartment and the Project but excludes Taxes and maintenance charges.
 - (iv) The Allottees has the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.
- 34.4 It is made clear by the Owners/Promoters and the Allottees agrees that the Said along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in **Schedule A-2** below) 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 Allottees. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the Allottees as expressly mentioned in this Agreement.
- 34.5 The Owners/Promoters 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, *Khazna* or other local axes, 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 Owners/Promoters 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 Owners/Promoters agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the

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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.

- 35.6 The Allottees has paid a sum equivalent to 10% (ten percent) of the total price as allotment amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Owners/Promoters hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Owners/Promoters within the time and in the manner specified therein **Provided that** if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

36. Deemed Possession

- 36.1 It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Owners/ Promoters, the Allottee shall be deemed to have taken possession starting after 15 days from notice of possession or two months from Clearance Certificate whichever is later 2 months from the date of Clearance Certificate which date for all purpose and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the deemed possession date ("Possession Date").

On and from the Possession Date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the Owners/Promoters shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from starting after 15 days from notice of possession or two months from CC whichever is later 2 months.
- (iii) 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 at the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Owners/ Promoters/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
- (iv) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges, Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Owners/Promoters and the Allottee agrees not to dispute the same.
- (v) All other expenses necessary and incidental to the management and maintenance of the Project.

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- 36.2 **Schedule for possession of the Common Amenities:** The Owners/Promoters herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the phases on the said land. The Owners/Promoters assures to hand over possession of the said common amenities in due course. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non completion of aforesaid common amenities, if the said Apartment has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his/her use or occupation of the Unit and he/she can reside in the Said Unit.

However if the Owners/Promoters is not allowed by the Allottee or any person on his/her/its behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Owners/Promoters and the Allottee shall be liable to indemnify the Owners/Promoters for any losses which the Owners/Promoters may suffer for such acts of the Allottee.

- 36.3 **Possession by the Allottees-** After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the Allottees, it shall be the responsibility of the Owners/Promoters to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in **Schedule E** below), to the association of Allottees, upon its formation and registration; Provided that, in the absence of any local law, the Owners/ Promoters shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in **Schedule E** below) to the association of Allottees within thirty days after formation and registration of the association of Allottees.
- 36.4 **Cancellation by Allottees-** The Allottees shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees proposes to cancel/withdraw from the Project without any fault of the Owners/Promoters, the Owners/Promoters herein is entitled to forfeit the entirety of the allotment amount paid (10%) for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon retransfer of the Said Apartment and Appurtenances i.e. upon the Owners/Promoters subsequently selling and transferring the Said Apartment and Appurtenances to another Allottees and receipt of the Total price thereon, the Owners/Promoters shall after adjusting the cancellation amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Owners/Promoters and exclusive of any indirect taxes, stamp duty and registration charges. The Allottees shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Owners/Promoters.

- 36.5 Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Owners/Promoters and/or the Said Apartment And Appurtenances and the Owners/Promoters shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.
- 36.6 If the cancellation happens due to defaults in payment by the Allottee as per Payment Plan in **Schedule-C** and despite reasonable notice does not come forward for registration of the Cancellation/termination of the Agreement for sale, the Owners/Promoters shall become entitled to cancel the Agreement for sale by executing and registering the Cancellation Agreement himself/itself and for this purpose the Allottee doth hereby grant the necessary

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power unto the Owners/ Promoters to execute the said cancellation Agreement for and on his behalf as his Constituted Attorney.

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

- 36.7 **Compensation** - The Owners shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Owners/Promoters fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1 ; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Owners / Promoters shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Owners/Promoters in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottees does not intend to withdraw from the Project, the Owners/Promoters shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Owners/Promoters to the Allottees within forty- five days of it becoming due. If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Owners/Promoters. The Owners/Promoters will however refund all the money received from the Allottee(s);

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

- 36.9 It is hereby clarified and recorded that the marketing agent(s) appointed by the Owners / Promoters for selling / marketing of the flats / spaces in this project shall not have any responsibility towards buyers of flat/spaces nor there shall be any claim by the purchasers of flats/ spaces of this project(Allottees) against the marketing agent(s) regarding any matter relating to sale/transfer of the flats/spaces in the project or for matters relating to any deficiency in the services provided by the Owners/Promoters for delays in handover/compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services provided by them

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37. Savings:

Any application letter, allotment Letter, agreement, or any other document signed by the Allottees in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

38. The Allottees agree to the discontinuance and the following said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Owners/ Promoters/Association to realize the due amount from the Allottee.

To the discontinuance of supply of electricity to the Said Unit;

To the discontinuance of water supply;

Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;

To discontinuance of the facility of Diesel Generator Power back-up;

To discontinuance of the usage of all amenities and facilities provided in the said housing complex to the said Allottee and/his/her/their family members and guests, staff and visitors.

SCHEDULE 'A-1'
(Larger Property)

Land classified as *Bastu* (Homestead) measuring **584. (five hundred and eighty four)** decimal, equivalent to 17 (seventeen) *bigha*, 13 (thirteen) *cottah*, and 44 (forty four) square feet, more or less, comprised in RS/L.R. *Dag* Nos. 1576, 1577, 1578, 1579, 1581, 1589, 1590, 1591, 1592, 1593, 1594, 1599, 1600, 1579/1751, 1578/1752, 1578/1753, 1600/1754, 1600/1755 and 1599/1756, under RS/L.R. *Khatian* No. 1772 more or less in **Mouza Moynagadi**, J.L. No. 6, now numbered as **168, Krishna Nagar Road (NH - 34)**, P.O. - Noapara, Police Station Barasat(earlier) & Duttapukur (Present), Kolkata - 700 125 under Paschim Khilkapur *Gram Panchayet*, Sub-Registration District Barasat, District North 24 Parganas and butted and bounded in the manner following that is say:

ON THE NORTH - By Ardebak Road;

ON THE EAST - By *Dag* No. 1763, 1602 & 1775;

ON THE SOUTH - By *Dag* No. 1595, 1598 & 1756;

ON THE WEST - By Krishna Nagar Road (NH - 34);

Delineated the **Plan** annexed hereto and marked as **Annexure "1"** and bordered in colour **Red** thereon and butted and bounded as follows:

SCHEDULE 'A-2'
(Project Proper)

Land classified as *Bastu* (Homestead) measuring approximately **1275.38** sq. meter under R.S./L.R. *Dag* Nos. 1589, 1590, 1591, 1752 and 1578/1752,R.S./L.R. *Khatian* No. 1772 more or less in *Mouza*

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Moynagadi, J.L. No. 6, now part of land numbered as **168, Krishna Nagar Road (NH - 34)**, P.O. - Noapara, Police Station - Barasat(earlier) & Duttapukur (Present), Kolkata - 700 125 under Paschim Khilkapur Gram Panchayet, Sub-Registration District - Barasat, District - North 24 Parganas delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

SCHEDULE 'B'
(Said Apartment And Appurtenances)

The Said Apartment, being **Residential Block X, Floor XXth (XXXXX), Flat No. XXX, having** Carpet Area (As per RERA) **XXX Sq. Ft.** Balcony Area (As per RERA) **XX Sq. Ft.** Built up Area of Flat **XXX Sq. Ft.** Chargeable Area for Maintenance (SBA) **Sq. Ft.** in the Said Complex named **Fortune Heights**. The layout of the said Flat/Unit is delineated on the **Plan** annexed hereto and marked with colour Blue thereon.

(Said Parking Space)

The right to use of ~~open/covered~~ car parking space /~~two-wheeler~~ space in the ground floor or Open Car Parking Area of any building of the said complex for **(00) Nil no.** medium size ~~car/two-wheeler~~ of the Said Complex to be allotted by the Owner at a later date.

- (a) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; **and**
- (b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

The Total Price payable for the Apartment is **Rs. XX,XX,XXX/- (Rupees Only) with "(Nil)" No. Car Parking Space** Plus Tax amount of **Rs. XX,XXX/- (Rupees Only)**, thus totalling to **Rs. XX,XX,XXX/- (Rupees Only)** for the Apartment and Appurtenances.

(Payment Plan)

Price Constituents	Amount (Rs.)	GST (Rs.)	Gross Amount (Rs.)
UNIT COST			
PARKING COST			
UTILITY CHARGES			

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Recreation Centre Charges			
Generator Back Up Charges			
For WBSEDCL Transformer HT/LT installation			
ANCILIARY CHARGES			
Interest free maintenance advance for 2 Years			
Maintenance Sinking Fund			
Legal & Documentation Charges			
Association Formation Charges			
Property Tax Advance			
Miscellaneous Charges for Registration			
GRAND TOTAL			

Payment Plan

Sl No	PARTICULARS	Consideration Amount (Rs.)	GST (Rs.)	Total Amount (Rs.)
1	Booking Amount			
2	Within 30 days of booking/ At the time of Agreement (inclusive of booking amount)	10%		
3	On Completion of Piling of the building	20%		
4	On Completion of Ground Floor Casting of block	10%		
5	On Completion of Second Floor Casting of block	10%		

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6	On Completion of Sixth Floor casting of block	10%			
7	On Completion of last Floor casting of block	10%			
8	On Completion of Internal Plaster of the Unit	10%			
9	Completion of flooring of the Unit	10%			
10	On Notice of Possession	10%			
11	Ancillary Charges along with Notice of Possession	100%			
	GRAND TOTAL				

In addition to the Total Price, the Allotees shall also pay to the Owners/Promoters, as and when demanded, the amounts mentioned in the table above (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon

After signing, you shall register the sale Agreement immediately, as required by RERA rules (As applicable rules, regulations and bylaws and as and when framed/ notified by the State of West Bengal). Failure to register after 2 reminders may result in cancellation of flats. The consequences of breach of RERA rules shall be the responsibility of the Buyer.

SCHEDULE 'D'

Specifications

(Which Are Part Of the Said Apartment)

Foundation	Isolated and combined footing and/or piling as be required
Structure	RCC frame
Walls	Masonry AAC Block/Brick work
Floor finish of Room	Vitrified Tiles
Floor finish of Kitchen	Ceramic Tiles
Other finishes of Kitchen	Counter table with granite stone finish. Stainless Steel Sink. Glazed tiles up to 2 feet above the counter.

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Finish of Toilet	Ceramic Tiles flooring and Glazed Tiles dado up to Door Hight along with Chromium Plated Fitting
Ground Floor and Lift Lobby	Ceramic Tiles/Kota Stone/Marble Flooring
Door Frames	Timber
Doors	Painted Flush door
Windows	Aluminium sliding windows with Glass (With Grill)
Internal Finish	Plaster of Paris
External Finish	Acrylic External paint
Electrical	Concealed copper wiring, Basic modular Switch
Water supply	Deep tube-well with pump and Overhead reservoir
Lift	Lift in each Block
Generator Backup	1 BHK - 300 Watts 2 BHK - 500 Watts 3 BHK - 700 Watts 4 BHK - 1000 Watts

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)
(Which Are Part Of the Real Estate Project)

Entrance Lobby at the ground level of the Said Block/Building	Lobbies on all floors and staircase(s) of the Said Block/ Building
Lift machine room(s) and lift well(s) of the Said Block/Building	Water reservoirs/tanks of the Said Block /Building
Water supply pipeline in the Said Block/ Building (save those inside any Apartment)	Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)
Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building	Electricity meter(s) for common installations and space for their installation

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Intercom Network in the Said Block/ Building	Network of Cable TV/DTH in the Said Block/ Building, if any
Broadband and CCTV connection in the Said Block/Building, if any	Fire fighting system in the Said Block/Building
Lift(s) and allied machineries in the Said Block/ Building	External walls of the Said Block/Building
Common Roof	Stair Room

SCHEDULE 'F'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottees on a non-exclusive basis along with Allottees/s/occupants in the Whole Project)

Facilities:-

Children's Playground
Landscaped Garden
Administrative and Caretaker's Room
Toilets on the Ground Floor
Driveways and Pathways
Boundary Wall
Furnished room/s for guests

Amenities:-

Water Filtration Plant
Deep Tube-well, Pump & Piping
Drainage System, Sewerage Treatment Plant
Generator for common area lighting and pre-determined load to the flats/units
Electric transformer, L.T./H.T. Lines, Cables.

Recreation Centre Facilities:-

Air-conditioned Community Hall
Reading Room, Pool Table, Table Tennis and Indoor Games Room
Gymnasium, Roof top Swimming Pool and Kids Pool
Main Gate Area

SCHEDULE 'G'

(Covenants)

The Allottees covenants with the Owners/Promoters (which expression includes the body of apartment holders of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admits and accepts that:

- 1. Satisfaction of Allottees:** The Allottees is acquainted with, fully aware of and is thoroughly satisfied about the title of the right and entitlement of the Owners/Promoters, the sanctioned plans, all the background papers, the right of the Owners and the Owners/Promoters to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights

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being granted in favour of the Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accepts the same and shall not raise any objection with regard thereto.

- 2. Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Allottees has examined and is acquainted with the Said Complex and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.
- 3. Facility Manager:** The Owners/Promoters may hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(1)** the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex **(2)** the Facility Manager shall levy and collect the common expenses/maintenance charges **(3)**the Allottees shall be bound to pay the common expenses/maintenance charges to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the services to the Allottees for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager.
- 4. Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall **(1)** pay the *Khazna* and Statutory Tax, Municipal Taxes/Panchayat Taxes, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Owners/Promoters/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof **and (2)** have mutation completed at the earliest. The Allottees further admits and accepts that the Allottees shall not claim any deduction or abatement in the bills of the Owners/Promoters/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
- 5. Allottees to Pay Common Expenses/Maintenance Charges:** The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admits and accepts that **(1)** the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/ Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- 6. Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Owners/Promoters/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottees shall pay of interest at prime lending rate of State Bank Of India plus two per cent p.a. for the period of delay, computed from the date the payment became due till the date of payment, to the Owners/Promoters/the Facility Manager/the Association (upon formation), as the case may be. The Allottees also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall

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be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Owners/Promoters's Charge/Lien:** The Owners/Promoters shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Owners/Promoters **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owners/Promoters shall stand extinguished on the financial institution clearing all dues of the Owners/Promoters.
8. **No Obstruction by Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Owners/Promoters shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admits and accepts that the Owners/Promoters and/or employees and/or agents and/or contractors of the Owners/Promoters shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. Until the sale and transfer of all the Apartments the Owners/Promoters shall have and retain for itself, its successors and assigns the right to maintain one or more business / administrative / engineering and sales offices and model flats at the Project to enable the Owners/Promoters to construct / manage and market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
10. **No Rights of or Obstruction by Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Owners/Promoters shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
11. **Variable Nature of Land Share and Share In Common Portions:** The Allottees fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/Real Estate Project is recomputed by the Owners/Promoters, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owners/Promoters, in its absolute discretion.
12. **Allottees to Participate in Formation of Association and Apex Body:** The Allottees admits and accepts that the Allottees and other intending Allottees of apartments in the Said Complex shall form the Association and the Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment holder will be entitled to cast a vote irrespective of his/her/its size

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of Apartment. The Allottees further admits and accepts that the Allottees shall ensure and not object to the Association joining the Apex Body.

13. Obligations of Allottees: The Allottees shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owners/Promoters or to the other apartment holders. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Owners/Promoters/the Facility Manager/the Association (upon formation). The Owners/Promoters shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottees.
- (e) **Cable/Broadband/Telephone Connection:** Provisions has been made only for one or more service providers as selected by the Owners/Promoters for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.
- (f) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottees shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (g) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Owners/Promoters /the Association (upon formation) (as the case may be) as estimated by the Owners/Promoters /the Association (upon formation) for restoring it to its original state.
- (h) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottees shall not install any dish-

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antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Owners/Promoters. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owners/Promoters, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (i) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (j) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas. No Allottee shall use any Common area for any personal purpose for keeping materials of any kind or purpose of gardening or any such activity or construct anything temporary or permanent in nature or draw electric or plumbing line either temporary or permanent in nature.
- (m) **No Obstruction to Owners/Promoters/Facility Manager/Association/ Apex Body:** not obstruct the Owners/ Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Owners/Promoters in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

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- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
 - (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
 - (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
 - (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.
 - (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
 - (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
 - (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
 - (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
 - (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.
 - (y) **No Hanging Clothes:** Not to dry any clothes upon/outside the windows/elevations /balconies and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
14. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas.
 15. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
 16. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose if any.
 17. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.

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18. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment/Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Owners/Promoters or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Owners/Promoters or the Association of FMC as the case may be.
19. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
20. Smoking Zones will be defined within the residential complex where only smoking will be permitted and smoking will be prohibited at all other places.
21. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
22. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Owners/Promoters nor shall anything be projected out of any window of the Building without similar approval.

On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.

23. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
24. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi/Diwali etc except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
25. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
26. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
27. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge.
28. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
29. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Allottee.

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30. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below or adjacent and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
31. Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex.
32. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
33. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
34. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
35. Not to arrange any public function in any part of the property, except with the permission of the Owners/Promoters/ Association as the case may be.
36. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
37. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
38. The Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Owners/Promoters to any other person and/or persons as the Owners/Promoters in their absolute discretion may deem fit and proper.
39. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakri eid, Eid etc shall not be done or permitted within the said Housing Complex and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by this.
40. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

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41. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Owners/Promoters or the Maintenance Body or the Association.
42. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
43. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair/replacement plus compensation /service charges, if any.
44. Car Parking stickers should be obtained from the Owners/Promoters, Maintenance Body or the Association to track authorized vehicles.
45. The Owners/Promoters or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
46. The Owners/Promoters, Maintenance Body or the Association reserves the right to frame the fitout rules from time to time to establish the procedures for monitoring and controlling the Allottees fit-out and Maintenance process.
47. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/Unit it shall have been caused.
48. If any electrical points are installed on shear wall/RCC structure of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC structure can be changed/created after doing brick-work or panelling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
49. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area.
50. Not to overload the passenger lifts and move goods only through the staircase of the Building.
51. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
52. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
53. Not to raise any objection in the Owners/Promoters's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Purchaser's Unit and the considerations for these rights will be received by the Developer.

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- 54. Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirms that the Allottees shall not violate any terms of the statutory requirements/fire norms.
- 55.** The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided in law.
- 56. Notification Regarding Letting/Transfer:** If the Allottees lets out or sells the Said Apartment And Appurtenances, the Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ Allottees address and telephone number. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- 57.** Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Owners/Promoters/Association.
- 58.** Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
- 59. No Objection to Construction:**
- Notwithstanding anything contained in this Agreement, the Allottees has accepted the scheme of the Owners/Promoters to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Allottees has no objection to the continuance of construction in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottees shall not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.
- 60. No Right in Other Areas:**
- Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex and the Allottees shall not raise any dispute or make any claim with regard to the Owners/Promoters either constructing or not constructing on the said other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex.
- 61. Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all transferees of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Owners/Promoters with right of exclusive transfer and the Allottees specifically agrees not to do any act which prevents or hinders such

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transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Owners/Promoters shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all transferees of the Said Block/Building.

- 62. Hoardings:** The Owners/Promoters shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Owners/Promoters is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Owners/Promoters may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Owners/Promoters shall also be entitled to place, select, decide hoarding/board sites.

63. Said Club:

The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of

all Allottees of the Whole Project that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottees be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottees hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Projects and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Projects using all or part of the amenities and facilities provided in the Said Club.

64. Membership Obligation of Allottees:

Membership of the Said Club being compulsory for all Allottees of the Whole Project, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottees/s under this Agreement is more than 1 (one), as be nominated *inter se* among the Allottees/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottees understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Owners/Promoters / Association in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottees) will be required to abide by these terms and conditions and rules and regulations **and**(3) the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of Sale of the Said Apartment And Appurtenances in terms of this Agreement.

65. Membership Scheme of Said Club:

The Allottees understands and accepts that (1) membership of the Said Club shall be open only to the Allottees of the Whole Project/Said Complex and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of transferees of such apartment (3) Membership is open only to individuals (i.e. no corporate membership) and if the Allottees is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the

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Said Club then in force **and (7)** if an Allottees lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottees.

66. Facilities of Said Club:

Notwithstanding anything contained in this Agreement, the Allottees understands and accepts that the Owners/Promoters shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Owners/Promoters.

67. Commencement of Operation of Said Club:

The Owners/Promoters reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Allottees understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.

68. Club Manager:

The Allottees understands and accepts that the Said Club (at the sole discretion of the Developer) may be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottees further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Owners/Promoters and the Allottees of the Said Complex/Other Members shall have no right to replace the Club Manager.

69. Membership Fee, Security Deposit and Monthly Subscription:

The Allottees understands and accepts that **(1)** the Allottees does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottees may have to pay separate amounts towards membership fee **(2)**the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and **(3)** the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Owners/Promoters and this shall be in addition to the Common Expenses/Maintenance Charges.

70. User Charge:

The Allottees understands and accepts that **(1)** some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and (2)** the rate, **Schedule** etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

71. Nomination:

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The Allottees admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Owners/Promoters) as nomination charge to the Owners/Promoters **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

- (a) The Allottees shall make payment of all dues of the Owners/Promoters in terms of this Agreement, up to the time of nomination.
- (b) The Allottees shall obtain prior written permission of the Owners/Promoters and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Owners/Promoters.
- (c) The Allottees shall pay an additional legal fee of Rs.20,000/- (Rupees Twenty thousand) to the Owners/Promoters' legal advisors towards the tripartite Nomination Agreement.
- (d) Subject to the approval and acceptance of the Owners/Promoters **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' s right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H'
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, Sewage Treatment Plant, Water Treatment Plant, Pumps & Fire Pumps, Club etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees. / Apex Body.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, Deep Tube well, pumps and Fire Pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

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- 7. Rates and Taxes:** *Khazna* and Statutory Tax, Panchayat Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Allottees.
- 8. Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- 9. Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

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