

AGREEMENT FOR SALE

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**THIS AGREEMENT FOR SALE ("Agreement") EXECUTED ON THIS
.....OF**

BY AND BETWEEN

TULSA TIRUMALA HOUSING LLP (PAN:AAPFT9806J), a LLP constituted and formed under the firm having its office at 2nd mile Sevoke Road, P.O. Siliguri, Police Station Bhaktinagar, District Jalpaiguri, Pin-734001, West Bengal, represented by its Designated Partner Mr. **PRATIK GARG** (PAN **AEAPG7518M**) (Aadhaar No. **972662531168**) authorized vide Board resolution dated 18/07/2022 hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **FIRST PART; AND**

1. TIRUPATI ASSETS PRIVATE LIMITED (PAN: AACCT3993N, CIN: U45203WB2005PTC106490), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, 2nd floor, P.O. Shakespeare Sarani, Police Station Beniapukur, Kolkata-700017, West Bengal, represented by its Director / authorized signatory Mr. **GOVIND GARG** (PAN **ADNPG3034G**) (Aadhaar no. **309249724651**) authorized vide Board resolution dated 18/07/2022.

2. TIRUMALA REALCON PRIVATE LIMITED (PAN: AADCT7159D, CIN: U45400WB2011PTC157326), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, 2nd floor, P.O. Shakespeare Sarani, Police Station Beniapukur, Kolkata-700017, West Bengal, represented by its Director / authorized signatory Mr. **GOVIND GARG** (PAN **ADNPG3034G**) (Aadhaar no. **309249724651**) authorized vide Board resolution dated 18/07/2022, and

3. TULSA MERCANTILE PRIVATE LIMITED (PAN :AAACT8444J, CIN:U51909WB1993PTC057701) {now owned upon amalgamation of Beeline Infrastructures Private Limited vide order dated 12th January 2022 of the National Company Law Tribunal, Kolkata Bench in CP (CAA) No. 113/KB/2021 and CA (CAA) No.1161/KB/2020}, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Shanti Square, 2nd Mile Sevoke Road, Siliguri, P.O. Siliguri, Police Station Bhaktinagar, Pin-734001, in the District of Jalpaiguri, West Bengal, represented by its authorized signatory Mr. **PRATIK GARG** (PAN **AEAPG7518M**) (Aadhaar No. **972662531168**) authorized vide Board resolution dated 18/07/2022,

hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

Hereinafter called **PURCHASERS/ ALLOTTEE** (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, successors, administrators, representatives and assigns) of the **THIRD PART**.

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the piece and parcel of land containing an area of **577.40** Decimals more or less comprised in **L.R. Dag Nos.304, 306, 309, 320, 321, 322** all recorded in **L.R. Khatian No.527** (in the name of Tirupati Assets Private Limited), **528** (in the name of Tirumala Realcon Private Limited), and **1705** (in the name of Tulsa Mercantile Private Limited), all in Mouza-Baniakhari, Pargana- Patharghata, J.L. No.55, P.O. & Police Station Matigara, in the District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, (hereinafter referred to as the said **ENTIRE LAND** and more fully mentioned and described in the Part – I of the **FIRST SCHEDULE** hereunder written). Devolution of title of the Land Owners to the said Property is set out in the **SIXTH SCHEDULE**.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Entire Land into a Housing Complex, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The Developer have intended to complete the said Housing Complex in 2 (Two) phases.
- E. The First Phase of the Project comprises of Blocks numbered as A, B, C and H upon a land measuring about 414.6 Decimal more or less out of the said Entire Land (hereinafter referred to as the said **Property** and more fully mentioned and described in the Part – II of the **FIRST SCHEDULE** hereunder written) and the Second Phase of the Project comprises of various other Blocks upon a land measuring about 162.8 Decimal more or less out of the said Entire Land. Besides the First Phase already under construction & the Second Phase, the other phases will be defined by Promoter from time to time and most of the Units, consisting of Row House/Bungalow in the Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per relevant law / Act.
- F. The said Property is earmarked for the purpose of building Residential Units, consisting of several Row Houses/Bungalow hereby named 'Gulmohar'.
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding

the Said Entire Land on which the Project is to be constructed have been completed;

- H. The Matigara Panchayat Samity has granted permission to construct vide **Building Order No. 429/MPS/Planning dated 20/04/2022. (Phase-I), A. & 50/MPS Dated 01.02.2023 for Phase - II, which is approved by appropriate authority, for construction of independent row houses, independent bungalows, residential buildings.**
- I. The Promoter has obtained the layout plan for the First Phase of the Project from Matigara Panchayat Samity and other concerned authorities as mentioned in the Definition **No. xxii** of **Annexure "A"** (being the definition of Plan) herein below. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition **No. xxii** of **Annexure "A"** (being the definition of Plan) herein below;
- J. The Promoter intends to take necessary steps under The Real Estate (Regulation and Development) Act, 2016 (RERA), as and when the situation permits.
- K. The Allottee had applied for a residential Unit in the Project for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE**, and also herein below:
- All That the Residential Unit bearing No. ___ of Gulmohar, being a G+2 Storied Row House/Bungalow more fully described in the Part II of the First Schedule and shown in the Plan annexed hereto, duly bordered thereon in "Red".**
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- M. 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;
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;
- P. The Allottee has examined and got himself/herself fully satisfied about the title of the Land Owners to the said Entire Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited

and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee have also seen and inspected the Development Agreement and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and the Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit as specified in para I;

1.2 The Total Price for the said Unit based on the carpet area is **Rs./-** (Rupees.....) only ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule**, break up whereof is as follows:

| Head | Price |
|---------------------------|--------------|
| (i) Unit No. | Rs. |
| Add: GST @ 5% | Rs. |
| (ii) Maintenance 1 year | Rs. |
| (iii) IFMS / Sinking Fund | Rs. |
| Add: GST @ 18% | Rs. |
| Total | Rs. |

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said Unit;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the said Unit;

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15(fifteen) days from the date of such written intimation. In addition, (only if there is a change in tax laws), the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of said Unit includes (i) pro rata share in the Common Areas; and (ii) price of land as provided in the Agreement.

1.2.1 TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

Extra Charges:

i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Building in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.

ii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.

iii) For changes, if any, under Building Rules of the Matigara Panchayat Samity, the Allottee shall pay to the Promoter the charges as shall be made applicable by the Promoter from time to time.

iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

v) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said Property or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Promoter.

vi) Legal/Documentation Charges for the above said unit, (Documentation charges exclude registration/ commissioning charges) stamp duty and registration fees which shall be paid extra by the allottee at actuals.

Deposits (Interest Free):

i) A sum calculated @ Rs.2.50 (Rupees Two and Fifty Paise) + GST only per Square foot per month for twelve months of the Carpet Area of the said Unit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**), payable at the time of possession;

ii) A sum calculated @ Rs.30/- (Rupees Thirty) + GST only per Square foot of the Carpet Area of the said Unit towards Sinking Fund, payable at the time of possession;

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

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 9% per

annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said Unit or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recital P and Definition No. xxii** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the relevant 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 Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee, If there is any increase in the carpet area within the defined limit, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the building as regards to the carpet area and the built-up area of the said unit shall be final and binding on the parties hereto.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them and as per the rules made in the respect. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas of the Project to the association of allottees (upon registration of the same) as provided in the Act;

(iii) That the computation of the price of the said Unit includes recovery of price of land, construction of [not only the said Unit but also proportionately] the Common

Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, electric connectivity to the Unit, water line and plumbing, flooring, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

(iv) After full payment of the said entire unit the Allottee shall have exclusive ownership of the said unit.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit includes G+2 storied Row House/Bungalow with exclusive right to use Private Garden in the front and back yard and the Car Parking Spaces in the ground floor, Balcony / Verandah / Open Terrace etc., as applicable, shall be treated as a single indivisible unit for all purposes.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, Panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the Promoter) before transferring the said Unit to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum equivalent to Rs (Rupees.....) of the Total Price as Initial Allotment Money and part of Booking Amount, (in short "the **Booking Amount**") as booking amount being 10% (ten percent) of the total Price of the said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

2. **MODE OF PAYMENT**

The Allottee shall make the payment as per the payment plan as mentioned in this agreement.

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/ or online payment (as applicable) in favour of “**TULSA TIRUMALA HOUSING LLP**” payable at **Siliguri, WB**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

The Allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Unit to the Allottee and the common areas to the association of the allottees (upon its registration) after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of the

construction by the Promoter as provided in **Part-II of the Fifth Schedule** ("Payment Plan"), hereunder written.

6. CONSTRUCTION OF THE COMPLEX/PROJECT/ UNIT

The Allottee has seen the specifications, of the said Unit and accepted the Payment Plan, floor plans, layout plans (as mentioned in **Third Schedule** herein) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Panchayat Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recital P and Definition No. xxii** (being the definition of Plan) of the **Annexure "A"** hereto.

7. POSSESSION OF THE SAID UNIT

7.1 Schedule for possession of the said Unit: The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit on or before December 2024, with an additional grace period of 6 (Six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within 2(Two) months from the date of issue of such notice and the Promoter shall give possession of the said Unit to the Allottee **Subject To** the terms of the

Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the said Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the completion certificate of the Project.

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

7.2.2 It is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of charges for various utilities like electricity generator water etc., as be determined by the Promoter.

7.3 **Failure of Allottee to take Possession of said Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.2 (Rupees Two only) per Square Foot per month of the Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of all the Units comprising of Row Houses/Bungalows to the allottees, it shall be the responsibility of the Promoter to hand over the necessary

documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the said Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Promoter shall be liable, on demand to the allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the said Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Land Owners and the Promoter hereby respectively represent and warrant to the Allottee as follows:

(i) The Land Owners and the Promoter have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

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

(iii) There are no encumbrances upon the said Entire Land or the Project. For obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter shall be at liberty to create mortgages and/or charges in respect of the said Entire Land or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Entire Land, said Property and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Entire Land, said Property, Building and Units and common areas;

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

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

(viii) The Land Owners / Promoter confirms that the Land Owners / Promoter are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

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

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

(xi) The Promoter / Land Owners have 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 possession of the said Unit is offered to the Allottee in terms hereof.

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

(xiii) That the said Entire Land is not Debutter or Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the 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 the Allottee complies with his obligations under this agreement and there is Default by promoter under the conditions listed above, the Allottee is entitled to the following:

(i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; Provided That this clause shall not be applicable if the payment by the Allottee is not construction linked; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Unit, along with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the said Unit.

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

(i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond two months after notice from the Promoter in this regard, the promoter shall cancel the allotment of the said Unit in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the said Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

10. CONVEYANCE OF THE SAID UNIT

The Land Owners / Promoter on receipt of complete amount of the Price of the said Unit under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the completion certificate.

However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the said Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the said Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mention in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority (ies). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the said Unit in favour of the Allottee and the common areas to the association of the Allottees without claiming any consideration or additional

consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in the said Entire Land in terms of the Development Agreement, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the said Unit for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Entire Land to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Entire Land, as applicable). The cost of stamp duty and registration fees etc., will be borne and paid by the Allottee proportionately.

11. MAINTENANCE OF THE SAID UNIT /PROJECT/COMPLEX

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance shall be paid by the Allottee proportionately/separately.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Units shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY

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

It is expressly agreed and understood that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and in case the Allottee, without first notifying the Promoter

and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee hereby agrees to purchase the said Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency 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 SAID UNIT FOR REPAIRS

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

15. USAGE

Use of Service Areas: The service areas, if any, as located within the Project, 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 Allottee shall not be permitted to use the services areas) 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. COMPLIANCE WITH RESPECT TO THE SAID UNIT:

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Unit, or the Common Areas including common passages, corridors, circulation areas, 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 Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Unit.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the final building plan has been approved by the competent authority (ies), including for all the phases of the project, except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Entire Land or any part thereof and shall be at liberty to create further mortgages and/or charges in respect of the said Entire Land or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the

time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fee as mentioned in the application form.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees

of the Units, in case of a transfer, as the said obligations go along with the Units for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 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.

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

33.1 ARBITRATION:

(a) Disputes to be settled by Arbitration: Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be referred for arbitration to an arbitral comprising of three individuals, one arbitrator each to be appointed by the Developer and the Purchaser and the third to be appointed by the two arbitrators so appointed by the Developer and the Purchaser and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration: The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.

(c) Language and Applicable Law: The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.

(d) Award Final and Binding: The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

(e) Summary Proceedings and Interim Awards: The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

33.2 JURISDICTION: Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove

34. RESTRICTIONS ON ALIENATION: Before taking actual physical possession of the said Unit in terms of clause 5 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owners and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated as 2% of the Total Price of the Said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the

Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the said Unit in his own favour or in favour of his nominee Provided That in case the Allottee shall require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

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

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

35. **OTHER PROVISIONS:**

35.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said Entire Land (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Entire Land or the sale or transfer of the other Units in the Said Entire Land is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from construction of the Said Entire Land and/or transferring and disposing of the other units/ saleable spaces and

rights in the Project or the Said Entire Land then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.

35.2. Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units at the said Entire Land or the Project/said Entire Land or the Building thereat.

35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Units may have the exclusive open to sky Terrace/private Gardens (in the front and back yard of the house/Bungalow) attached to their respective Units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

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

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

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

35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the Entire Land or any part thereof and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units and other constructed spaces in the Project.

35.8 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Entire Land or any part thereof and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or

hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

35.9 Interest Free Maintenance Security (IFMS): The Developers shall be collecting a Interest Free Maintenance Security / Sinking Fund, equivalent to 1 years' initial maintenance amount, as decided by the Developer, payable at the time of last tranche or 10% at the time of possession. This fund shall be utilized where ever appropriate: repairs due to force-majeure beyond Developers' control, repainting, repair or replacement, installation of resources requested by society beyond current scope and like; and balance shall be handed over to society association, within 6 months of handing over of maintenance management to this society association. The Developers reserve the right to collect maintenance dues from IFMS / Sinking Fund wherever necessary, and inform society about it.

35.9.1 The society / association shall have complete control over this IFMS fund / Sinking Fund and may utilize it at its own discretion, as long as the expenses/investment is for the benefit of **GULMOHAR** residents exclusively, and shall be solely responsible to the residents on its accounting disclosure.

35.10. **CLUB:** The Promoter has as of now planned to construct a Club adjacent to the said Property and / or construct it within the Second Phase of the Project Gulmohar.

35.10.1 Upon completion of the Club being constructed as aforesaid, the Allottee will be offered the privilege of becoming a lifetime member of such Club subject to fulfilment of requisite criterion.

35.10.2 In case there be more than one Allottee of the said Unit, then only one amongst them shall be entitled to become a member of such Club and the Allottees shall nominate any one of themselves to avail such membership. The other remaining Allottees of such Unit may however also become members under the category of general public (if approved by the Promoter).

35.10.3 The Allottee or any one of them will be nominated to become member as aforesaid, shall be bound and obliged to observe, fulfil, perform and comply with all rules and regulations and bye-laws as be framed by Promoter / Managing Agency of the Club from time to time for such Club, including payment of various monthly/annual charges, which the Allottee has been made aware off and acknowledges the same as be fixed from time to time for the facilities and amenities in the Club, including but not limited to annual maintenance charges.

35.10.4 The Allottee agrees and consents that the Club may be retained by the Promoter, at its own discretion, and maintenance undertaken by the Promoter directly or through an agency appointed by the Promoter. The Allottee further consents that the Promoter / Managing agency of the club can enroll general members / life time members who are not an Allottee in the Project, and such members shall also then become entitled to use the club facilities and shall observe, fulfil, perform and comply with all rules and regulations and bye-laws as be framed for the Club. The Promoter also

reserves the right to transfer the Club to a Third Party and / or Association who shall then maintain the club, and the Promoter may exercise such right at its full and absolute discretion, at any point of time as deemed fit by the Promoter.

35.10.5 Further, the Allottee is made aware and consents that the Promoter may, at its discretion, hand over maintenance of the Club jointly to the Associations of Gulmohar and an upcoming adjacent project, Cocoon, who shall then become responsible for and shall maintain the Club. It shall be permissible for the Allottees of both the projects to have membership access to the Club, subject to compliance of all rules and regulations and bye-laws of the Club as be framed from time to time, and in compliance of other terms and conditions in this agreement.

35.10.6 The Allottee or nominee understands and accepts that the access to the Club is limited to participation and payment of dues including annual maintenance. Failing which, their access could be restricted / denied by the Association irrespective of their transferable lifetime membership status. It being clarified that the membership of the Allottee shall be co existing with that of the said Unit, and upon transfer of the Unit the Allottee member will automatically cease to be a member/ user of the Club.

35.11 Allottee's Indemnity: The Allottee undertakes to indemnify and keep the Developer, its nominees, it's officers/employees, harmless from and against any action, suits, claims, proceedings, damages, liabilities, losses, charges, expenses or costs ("claims") which may be faced, suffered, inflicted or incurred by the Developer as a consequence of breach of any terms and conditions of this agreement without intention, of any of its representatives or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or its representatives.

35.12 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Property thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Property in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Property of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Entire Land lawfully, and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Entire Land, to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the

Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

35.14 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Entire Land (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

35.15 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on any Blocks or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said Entire Land or the said Property and/or the Blocks on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

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

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

35.18 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or

financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

35.19 The Promoter will be at liberty to create further mortgages and/or charges and/or create further mortgages and/or charges in respect of the said Entire Land or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

35.20 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her/ its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA. The Allottee and the other allottees shall keep the Promoter and the Land Owner fully indemnified with regard to the aforesaid provisions;

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

35.22 The Project at the said Property shall bear the name "**Gulmohar**" unless changed by the Promoter from time to time in its absolute discretion.

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

35.24 The Allottee has the knowledge and seen the brochure, documents and other details of the above said unit i.e site plan, structural details, typical floor plan, front elevation, structural details of staircases as well as the overall common portions and the other utilities and amenities and has been satisfied herself about the standard of the construction thereof including that of the said unit purchased by the allottee and shall have no claim whatsoever upon the Developer as to the construction, plan , quality of materials used or standard of workmanship in the construction thereof including foundation of the said unit / or development , installation, erection and construction of the common provisions and utilities.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee :** (including joint buyers)

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

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

WITNESSES TO ALL THE ABOVE:

1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____

SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TO:
Part-I
(Said Entire Land)

All that piece and parcel of land measuring **577.40 Decimal** more or less as depicted hereunder in the table:

| | L. R. Record |
|-----------------------|------------------------------|
| Mouza | BANIAKHARI |
| Pargana | PATHARGHATA |
| Jurisdiction List No. | 55 |
| L.R. Khatian No | 527, 528, 1705 |
| L.R. Plot No. | 304, 306, 309, 320, 321, 322 |
| Police Station | MATIGARA |
| District | DARJEELING |

The land is butted and bounded as under:

BY NORTH : 23 Feet Wide Road,
 BY SOUTH : Land of L.R. Plot No.323,
 BY EAST : Land of Plot No.309, 320, 321and 322,
 BY WEST : 40 feet wide road & land of L.R. Plot No. 304, 320,
 321 and 322.

Description of land Plot-khatian wise area details:-

| L.R. Khatian No. | L.R. Plot No. | Area in Acre |
|------------------|---------------|--------------|
| 527 | 306 | 0.2290 |
| 528 | 304 | 0.53 |
| 528 | 306 | 0.87 |
| 528 | 309 | 1.185 |
| 1705 | 320 | 0.76 |
| 1705 | 321 | 0.69 |
| 1705 | 322 | 1.51 |

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

Part-II
(Said Property)
(Phase -I)

All that piece and parcel of land measuring **414.60 Decimal** more or less as depicted hereunder in the table:

| | L. R. Record |
|---------|---------------------|
| Mouza | BANIAKHARI |
| Pargana | PATHARGHATA |

| | |
|-----------------------|-----------------|
| Jurisdiction List No. | 55 |
| L.R. Khatian No | 527, 528, 1705 |
| L.R. Plot No. | 309,320,321,322 |
| Police Station | MATIGARA |
| District | DARJEELING |

THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)

All That the Residential Unit bearing No....., being a G+2 Storied Row House/Bungalow, containing (i) a **Carpet Area of 1454 Square Feet [Built-up Area whereof being 1812 Square Feet]** more or less, with exclusive right to use Private Garden in the front and back yard, containing an aggregate **192 Square Feet** along with a Car Parking Spaces in the ground floor (ii) a **523 Square Feet of the open Terrace area**(without construction right) more or less in the Second floor at the said Property described in the Part-II of the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**". The land is impartible but the area of the land underneath the Unitis 1001 square Feet more or less.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Areas and Installation)

Part-I

- (a) Land comprised in the said Property.
- (b) Entrance and exit gates of the said Property.
- (c) Paths passages and driveways in the said Property other than those reserved by the Developer for their own use for any purpose and those meant or earmarked or intended to be reserved for parking or motor cars or other vehicles or marked by the Developer for use of any Allottee.
- (d) Entrance Lobby, Indoor Games Room, Gymnasium and Community Hall.
- (e) Concealed Electrical wiring and fitting and fixtures for lighting the Project and separate electric meter/s.
- (f) Active play courts, Fitness Park, Contemplative Garden, Jogging Track, Cultural Plaza, Community Gathering, Kids Play & Senior Citizens Court, Citizens Park, People's Court and Orchard Walk.
- (g) Central Greens, Various Gardens, Covered Walk Way, Outdoor Yoga & Meditation Pavilion.
- (h) Fire pump Room.
- (i) Requisite arrangement of Intercom/EPABX with connections to each individual Unit from the reception.
- (j) Boundary walls.

PART-II

(Specifications of construction)

- (a) Structure
Earthquake resistant RCC framed structure
- (b) Brickwork
Eco-friendly AAC or fly-ash bricks
- (c) Flooring
Living/dining and bed rooms: Vitrified tiles (2'x2')

- Entrance: Tiles / natural stones
 Roof: Heat reflective tiles
 Parking: Paver blocks or tiles
- (d) Paint/Finish
 External: Texture weather coated / waterproof paint
 Internal Walls & Ceilings: Gypsum / putty
- (e) Door
 Main door: Decorative door
 Internal doors: Flush door with enamel paint on both sides, door handles, locks and hinges are of reputed make
- (f) Windows
 Anodized / powder-coated aluminium frame with heat-reflective glazing
- (g) Electrical
 Concealed FR wiring with modular switches of reputed make
 Electrical points as per design
 Provision of telephone, WiFi point in living room
 TV points in living room and bed room
 Provision for AC in living & dining area, and all rooms
- (h) Toilet
 Flooring: Anti-skid ceramic tiles
 Wall: Ceramic tiles up to door height, rest gypsum / putty finish.
 Ceiling: Putty finish
 Sanitary ware: Ceramic fittings of reputed make
 Fittings: CP fittings of reputed make and with warranty
 Electrical: Provisions for geyser, hair dryer and exhaust fan
- (i) Balcony
 Flooring: Vitrified tiles
 Door: Aluminium sliding door with full glazing
 Railing: MS railing
- (j) Staircase
 Flooring: Vitrified tiles / natural stone
 Railing: MS with paint
- (k) Kitchen
 Flooring: Vitrified tiles (2'x2')
 Counter: Granite slab with stainless steel sink
 Wall: Gypsum / putty finish, wall tiles up to 2ft height on all around wall over Granite counter
 Electrical: Provisions for refrigerator, water purifier, microwave, exhaust fan, and Extra power points

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Property, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Property, including generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, 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 & Installations of the Property, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Panchayat tax, surcharges, Water Tax and other levies in respect of the said Unit and/or the Property save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
PART-I

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

| Head | Price |
|---------------------------|------------|
| (i) Unit No: | Rs. |
| Add: GST @ 5% | Rs. |
| (ii) Maintenance 1 year | Rs. |
| (iii) IFMS / Sinking Fund | Rs. |
| Add: GST @ 18% | Rs. |
| Total: | Rs. |

(Rupees Fifty Eight Lakh Fifty Thousand Seven Hundred and Ninety) only

Note: GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of “**TULSA TIRUMALA HOUSING LLP** payable at **Siliguri, WB**” or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

| | |
|--|---|
| Booking Amount | |
| On Agreement - within 30 days of Application / Booking | 30% + GST (Inclusive of Booking Amount, if any) |
| On Completion of Ground Floor slab casting of the said unit. | 10% + GST |
| On Completion of 1 st Floor slab of the unit. | 10% + GST |
| On Completion of Roof Casting of the unit. | 10% + GST |
| On Completion of Brickwork of the unit. | 10% + GST |
| On Completion of Flooring of the unit. | 10% + GST |
| On Completion of Finishing work of the unit. | 10% + GST |
| On Possession | 10% + GST + Extra Charges as applicable |

*Maintenance and IFMS will be part of the last tranche or 10% payable at the time of possession, and invoiced accordingly.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A. WHEREAS the Present Land Owner No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322

Decimals or 3.22 Acres, recorded in Old Khatian Nos. 16, corresponding to L.R. Khatian No. 289, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-3419 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2427 to 2443 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Smt. Ritika Agarwal, Daughter of Sri Suresh Kumar Agarwal & Wife of Sri Mukesh Kumar Agarwal.

A N D

- B. WHEREAS the present Land Owner No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian Nos. 16 & 28, corresponding to L.R. Khatian No. 288, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320, 322 & 408, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-3423 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2485 to 2501 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Sri Mukesh Kumar Agarwal, Son of Sri Fakir Chand Agarwal.

A N D

- C. WHEREAS the present Land Owner No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 58 Decimals or 0.58 Acres, recorded in L.R. Khatian No. 463, appertaining to part of L.R. Plot No. 317, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-6413 for the year of 2015 recorded in Book No. I CD Volume No. 32 Pages from 2972 to 2994 registered at the office of the Additional District Sub-Registrar Bagdogra, executed by Gulfan Oraon, Son of Sri Balasu Oraon, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 694/B.C.W.-Project, Dated 04.06.2015.

A N D

- D. WHEREAS the present Land Owner No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 73 Decimals or 0.73 Acres, recorded in L.R. Khatian No. 959 & 961, appertaining to part of L.R. Plot No. 315 & 316, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-

6524 for the year of 2015 recorded in Book No. I CD Volume No. 403 Pages from 1535 to 1562 registered at the office of the Additional District Sub-Registrar Bagdogra, executed by (1) Balasu Oraon, Son of Sukhu Oraon, (2) Silo Oraon, Wife of Balasu Oraon, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 702/B.C.W.-Project, Dated 08.06.2015.

A N D

- E. WHEREAS the present Land Owner No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, also purchased another plot of Land measuring 76 Decimals or 0.76 Acres, recorded in L.R. Khatian No. 462 & 956, appertaining to part of L.R. Plot Nos. 315, 316 & 317, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-10581 for the year 2015 recorded in Book No. I Volume No. 403 Pages from 81611 to 81637 registered at the office of Additional District Sub-Registrar Bagdogra, executed by Jiten Oraon, Son of Balasu Oraon, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 694/B.C.W.-Project, Dated 04.06.2015.

A N D

- F. WHEREAS one Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Madan Mohan Jodhani, Son of Late Dwarka Prasad Jodhani, purchased a plot of Land measuring 5.06 Acres, recorded in L.R. Khatian No. 1136, appertaining to part of R.S. Plot Nos. 82, 88, 89 & 93, corresponding to L.R. Plot Nos. 308, 316, 317 & 321, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-6403 for the year 2015 recorded in Book No. I CD Volume No. 32 Pages from 2233 to 2256 registered at the office of Additional District Sub-Registrar Bagdogra, executed by Sri Charwa Oraon @ Charoya Urao, Son of Late Madroo Oraon @ Madaru Urao, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 659/B.C.W.-Project, Dated 29.05.2015.

A N D

- G. WHEREAS said Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Madan Mohan Jodhani, Son of Late Dwarka Prasad Jodhani, purchased a plot of Land measuring 3.13 Acres, recorded in L.R. Khatian Nos. 438, 439, 440 & 441, appertaining to part of R.S. Plot No. 75, corresponding to L.R. Plot No. 301, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-10825 for the year 2015 recorded in Book No. I Volume No. 403 Pages from 83954 to 83981 registered at the office of Additional District Sub-Registrar Bagdogra, executed by (1) Smt. Mamta Agarwala, Wife of Sri Nisith Agarwala, (2) Sri Jogesh Goyal @ Yogesh Goyal, Son of Sri Ram Kumar Goyal, (3) Sri Ram

Kumar Goyal, Son of Late Balmukund Goyal, (4) Sri Nisith Kumar Agarwal, Son of Late Bhimraj Agarwal.

A N D

- H. WHEREAS said Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Madan Mohan Jodhani, Son of Late Dwarka Prasad Jodhani, also purchased a plot of Land measuring 1.38 Acres or 138 Decimals, recorded in L.R. Khatian No. 437, appertaining to part of R.S. Plot No. 74, corresponding to L.R. Plot No. 298, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-10823 for the year 2015 recorded in Book No. I Volume No. 403 Pages from 84011 to 84034 registered at the office of Additional District Sub-Registrar Bagdogra, executed by Sri Ram Kumar Goyal, Son of Late Balmukund Goyal.

A N D

- I. WHEREAS being owner in such possession aforesaid Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg & Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Ashok, Son of Late Ram Prasad Garg @ Ram Prasad Agarwal, executed a registered Deed of Exchange being I-3544 for the year 2020 recorded in Book No. I Volume No. 403 Pages from 87894 to 87924 registered at the office of Additional District Sub-Registrar Bagdogra, whereby Bhagwati Investment Consultants Private Limited, a Private Limited Company, given their Land measuring 5.62 Acres, under R.S. Plot Nos. 74, 75 & 93, corresponding to L.R. Plot No. 298 (Area measuring 1.38 Acres), 301 (Area measuring 3.13 Acres) & 321 (Area measuring 1.11 Acres) to and in favour of Tirupati Assets Private Limited, a Private Limited Company, and said Tirupati Assets Private Limited, a Private Limited Company, given their Land measuring 5.74 Acres, under R.S. Plot No. 81, 83, 87, 88, 89,92 & 94, corresponding to L.R. Plot No. 307 (Area measuring 0.24 Acres), 309 (Area measuring 1.60 Acres), 315 (Area measuring 0.11 Acres), 316 (Area measuring 0.97 Acres), 317 (Area measuring 0.99 Acres), 320 (Area measuring 0.19 Acres) & 322 (Area measuring 1.64 Acres) to and in favour of Bhagwati Investment Consultants Private Limited, a Private Limited Company.

A N D

- J. WHEREAS by virtue of said Deed of Exchange being I-3544 for the year 2020 the present Land Owner No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, acquired the Land measuring 5.62 Acres, under R.S. Plot Nos. 74, 75 & 93, corresponding to L.R. Plot Nos. 298 (Area measuring 1.38 Acres), 301 (Area measuring 3.13 Acres) & 321 (Area measuring 1.11 Acres), since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

- K. WHEREAS being owner in such possession said Tirupati Assets Private Limited, a Private Limited Company, had mutated their name at the office of the B.L. & L.R.O. Matigara in respect of their said landed properties and therefore two separate new khatian had been issued in their favour vide L.R. Khatian No. 527 & 1519, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

- L. WHEREAS the present Land Owner No. 2 hereof namely Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian No. 16, corresponding to L.R. Khatian No. 286, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-3422 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2502 to 2518 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Smt. Usha Devi Agarwal, Wife of Sri Sri Suresh Kumar Agarwal.

A N D

- M. WHEREAS the Present Land Owner No. 2 hereof namely Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 327 Decimals or 3.27 Acres, recorded in Old Khatian No. 16, corresponding to L.R. Khatian No. 290, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-3424 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2519 to 2535 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Sri Suresh Kumar Agarwal, Son of Sri Moti Lal Agarwal.

1. A N D

- N. WHEREAS the Present Land Owner No. 2 hereof namely Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian No. 16, corresponding to L.R. Khatian No. 287, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-3425 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2536 to 2553 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by (1) Sri

Manish Kumar Agarwal & Others HUF, represented by its karta namely Sri Suresh Kumar Agarwal, Son of Sri Moti Lal Agarwal, and the said deed was confirmed by (1) Smt. Usha Devi Agarwal, Wife of Sri Suresh Kumar Agarwal, (2) Smt. Ritika Agarwal, Daughter of Sri Suresh Kumar Agarwal & Wife of Sri Mukesh Kumar Agarwal, represented by and through their constituted attorney namely Sri Suresh Kumar Agarwal, Son of Sri Moti Lal Agarwal (by virtue of a registered General Power of Attorney being No. 11/3762/2011, Dated 27.04.2011 registered at the office of the Sub-Registrar Borivali No. 5, Mumbai, Suburban, District Bandra, Maharashtra).

A N D

- O. WHEREAS being owner in such possession said Tirumala Realcon Private Limited, a Private Limited Company, had mutated their name at the office of the B.L. & L.R.O. Matigara in respect of their said landed properties and therefore a new khatian had been issued in their favour vide L.R. Khatian No. 528, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

- P. WHEREAS being owner in such possession said (1) Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Saurav Garg, Son of Sri Govind Garg, (2) Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Saurav Garg, Son of Sri Govind Garg, desirous to construct independent row houses, independent bungalows, residential buildings upon their Land measuring 921.77 Decimals therefore they had entered into two separate registered Deed of Development Agreement being Nos. (i) I-2266 for the year of 2021 recorded in Book No. I Volume No. 403 Pages from 66538 to 66576, (ii) I-2267 for the year of 2021 recorded in Book No. I Volume No. 403 Pages from 66497 to 66537 both was registered at the office of the Additional District Sub-Registrar at Bagdogra, with M/s Tulsa Trimula Housing LLLP, a LLP Firm, represented by one of its partner namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal.

A N D

- Q. WHEREAS being owner in such possession said (1) Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, (2) Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, sold and transferred their Land measuring 460 Decimals out of their total Landed property, recorded in L.R. Khatian Nos. 527, 528 & 1519, appertaining to part of R.S. Plot No. 92, 93 & 94, corresponding to L.R. Plot Nos. 320, 321 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, to and in favour of the Present Land Owner No. 3 namely Beeline Infrastructure Private Limited, a Private Limited Company, now merged with Tulsa Mercantile Private Limited, represented by its director namely Sri Suresh Kumar Agarwal,

Son of Late Ami Lal Agarwal, by virtue of a registered Deed of Sale being No. I-6715 for the year of 2022 recorded in Book No. I Volume No. 403 Pages from 147521 to 147549 registered at the office of the Additional District Sub-Registrar Bagdogra, and the said deed was confirmed by M/s Tulsa Trimula Housing LLP, a LLP Firm, represented by one of its partner namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal.

A N D

- R. WHEREAS said Beeline Infrastructure Private Limited, a Private Limited Company now merged with Tulsa Mercantile Private Limited, bearing Certificate of Incorporation No. U51909WB1993PTC057701, vide Order Dated 12.01.2022 of the National Company Law Tribunal, Kolkata Bench in CP (CAA) No. 113/KB/2021 and CA (CAA) No. 1161/KB/2020. And thereafter they had mutated their name at the office of the B.L. & L.R.O. Matigara in respect of their said landed properties and therefore a new khatian had been issued in their favour vide L.R. Khatian No. 1705, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

- S. WHEREAS being owner in such possession the present LAND OWNERS namely (1) Tirupati Assets Private Limited, a Private Limited Company, represented by its director namely Sri Govind Garg, Son of Late Ami Lal Garg, (2) Tirumala Realcon Private Limited, a Private Limited Company, represented by its director namely Sri Govind Garg, Son of Late Ami Lal Garg, (3) Tulsa Mercantile Private Limited, previously known as Beeline Infrastructure Private Limited, being represented by its authorized representative namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal, desirous to build/carry out the construction work of independent row houses, independent bungalows, residential buildings divided into PHASE - I & PHASE - II upon their Land measuring 577.40 Decimals or 5.7740 Acre out of their total landed property, considering lack of technical knowledge and huge financial involvement the they entered into a fresh registered Development Agreement being No. I..... for the year of 2023 recorded in Book No. I Volume No..... Pages from to and the same was registered at the office of the office of the Additional District Sub-Registrar Bagdogra, with the present developers namely M/s. Tulsa Tirumala HOUSING Llp, represented by one of its partner namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal, to build the independent row houses, independent bungalows, residential buildings under the name and style of "GULMOHAR".

A N D

- T. WHEREAS the building plans have also being duly obtained from the concerned department, being Matigara Pancghayet Samity vide Plan Order Nos. 477/MPS Dated 20.04.2022 for Phase - I & 50/MPS Dated 01.02.2023 for Phase - II, which is approved by appropriate authority, for construction of independent row houses, independent bungalows, residential buildings.

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).

ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.

iii) **SAID ENTIRE LAND** shall mean the piece and parcel of land containing an area of **577.40** Decimals more or less comprised in **L.R. Dag Nos.304, 306, 309, 320, 321, and 322** all recorded in **L.R. Khatian No.527** (in the name of Tirupati Assets Private Limited), **528** (in the name of Tirumala Realcon Private Limited), **1519** (in the name of Tirupati Assets Private Limited), and **1705** (in the name of Tulsa Mercantile Private Limited), all in Mouza-Baniakhari, Pargana-Patharghata, J.L. No.55, P.O. & Police Station Matigara, in the District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in Part I of the **FIRST SCHEDULE**.

iv) **SAID PROPERTY** shall mean the piece and parcel of land containing an area of 414.60 Decimals more or less comprised in **L.R. Dag Nos. 309, 320, 321, and 322** all recorded in **L.R. Khatian No.527** (in the name of Tirupati Assets Private Limited), **528** (in the name of Tirumala Realcon Private Limited), and **1705** (in the name of Tulsa Mercantile Private Limited), all in Mouza-Baniakhari, Pargana-Patharghata, J.L. No.55, P.O. & Police Station Matigara, in the District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in Part II of the **FIRST SCHEDULE**.

v) **PROJECT** shall mean the new Units, consisting of Row Houses/Bungalows, proposed to be constructed by the Promoter as First Phase of the Housing Complex at the said Property containing several independent and self-contained Units, consisting of Row House/Bungalows.

vi) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the Said Property.

vii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Property as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Property.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Unit,

exclusive private right to use the greens/gardens attached to Unit, the front and back yard open spaces of the Row House/Bungalow, and other open and covered spaces at the said Property and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

viii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Property and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.

ix) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining up keeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Property for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

x) **UNITS** shall mean the independent residential Units, consisting of G+2 Storied Row House/Bungalow (herein called "**Unit**") and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the said Property and wherever the context so permits or intends shall include the Parking Space/s and/or terrace/s and/or exclusive gardens / greens in the front and back yard of the Row House/Bungalow and/or other properties benefits and rights, if any, attached to the respective Unit and also the proportionate undivided share in the common areas and installations, attributable thereto.

xi) **PARKING SPACES** shall mean covered parking spaces in or portions of the Units at the said Property and also at the ground level of the said Property as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified.

xii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, exclusive balcony or verandah or exclusive garden and open terrace area, but includes the area covered by the internal partition walls of the Unit;

xiii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein and shall also include proportionate the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.)

PROVIDED THAT if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the Said Property **PROVIDED THAT** where it refers to the share of the Allottee or any 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 (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xv) **SAID UNIT** shall mean the Residential Unit bearing No. C-12 to be constructed at the said Property morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE and** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Unit including the parking Space for one or more motor car/s in or portion of the Ground floor, specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and** shall include the exclusive right to use the Open Private Terrace attached to the said Unit, specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and** shall include the exclusive right to use the green / garden in the Front and back yard attached to the said Unit, specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and** shall include the exclusive right to use and enjoy the open space of the Property (i.e. in front and back yard of the Building) which is delineated in the **First Plan** annexed hereto by "**Green**" borders, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE**.

xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 5th March 2021 entered between the Land Owners and the Promoter;

xvii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

xix) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to

take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.

xx) **ARCHITECTS** shall mean Mr. Ayush Agarwal of Arch2050 Studio of Checkpost, Sevoke Road, Siliguri, WB - 734003 or such other Architects as may be appointed by the Promoter from time to time for the Project at the said Property;

xxi) **ADVOCATES** shall mean Mr. Jughal Sanghai, Planet Mall, Sevoke Road, Siliguri, WB - 734001 or such other Advocates as may be appointed for the said Project at the said Property;

xxii) **PLAN** shall mean the plan sanctioned by the Matigara Panchayat Samity vide Order No. 429/MPS/Planning dated 20/04/2022, & 50/MPS Dated 01/02/2023 for Phase – II, which is approved by appropriate authority, for construction of the Unit/s /Building/s at the said Property and shall include sanction able modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / extension of block/s as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

xxiii) **OTHER CAUSES** shall mean and include storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition/ requisition, proceedings, labour unrest, order of injunction or order of Status quo or otherwise restraining development or construction of the said Project at the said Property by the Court of Law, Tribunal or Statutory Body scarcity or non-availability of building materials equipments or laborers, changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at the Project and any other reason beyond the Promoter's control.

xxiv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly, words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:

- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
- (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;

- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:

a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Property and the common purposes;

b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Property and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.

c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;

d) to install fire-fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;

e) to carry out all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;

f) in case of **Residential Unit**, to use their respective Units (and Private Garden in the Front and back yard and Terrace etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;

- g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- h) not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- j) to keep the common areas, open spaces, parking areas, paths, passages, etc., in the said Property free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Property.
- k) not to claim any right whatsoever or howsoever over any other Units or portion in the said Property save their Unit.
- l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their Unit. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his unit.
- m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Property or may cause any increase in the premia payable in respect thereof.
- n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the said Unit or the said Property otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Unit nor allow or permit any other person to do so.
- p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project.
- q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause

or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Unit to any other owner of other Unit in the Project and none else.

s) In case any Open Terrace be attached to any Unit, then the same shall be a property / right (as applicable) appurtenant to such Unit and the right of use and enjoyment thereof shall always travel with such Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

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

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

iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

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

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

t) In the event any Allottee has been allotted any car parking space within the Property, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

(i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;

(ii) The Allottee shall not be entitled to sell transfer or assign such parking space or its right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the Unit only to any other owner of Unit in the Project and none else;

(iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;

(iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Property or any other portion of the Property save at the allotted Parking Space;

(v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owner and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said Property.

(vi) The Allottee shall remain liable for payment of all Panchayat and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.

In case any exclusive right to use any space, to be used as garden, be attached to any Unit, then the same shall be a right appurtenant to such Unit and the right of use and enjoyment thereof shall always travel with such Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the Unit owned by such Allottee);

ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;

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

iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

v) The allottee thereof shall maintain such space at its own costs and expenses.

vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.

vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association /Maintenance Company with regard to the user and maintenance of such space.

viii) The allottee thereof shall remain liable for payment of all Panchayat and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association /Maintenance Company with regard thereto.

w) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.

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

y) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.

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

aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, tube-well generator and other installations and amenities at the said Property including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, the Matigara Panchayat Samity, WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Property and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may

suffer or incur due to any noncompliance, nonperformance, default or negligence on the part of the Allottees.

cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Matigara Panchayat Samity.

dd) not to fix or install air conditioners in their respective Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.200 /- (Rupees Two Hundred) only per sq. ft., of the Carpet Area of such Allottee's Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Unit approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Unit and not to allow any spill over in the common areas /Units.

gg) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.200/- (Rupees Two Hundred) only per sq. ft. of the Carpet Area of such Allottee's Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 15% (Fifteen Percent) of such actual costs, charges and expenses, for restoring the concerned Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.

hh) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.500 /- (Rupees Five Hundred) only per sq. ft., of the Carpet Area of the concerned Unit.

ii) to bear and pay and discharge exclusively the following expenses and outgoings:-

i) Panchayat rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Matigara Panchayat Samity Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Matigara Panchayat Samity proportionate share of all such rates and taxes assessed on the Property;

ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Property as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Property as a whole.

iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to WBSEB Limited.

iv) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.2.50 per square foot per month of the Built-up Area being 1812 Square Feet of their respective units, payable at the time of possession. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing up keeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.

v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEB Ltd., from its consumers for the delay payment of its bills).

vi) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, Panchayat rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit;
- (ii) withhold and stop all other utilities and facilities (including generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Project.

5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, Panchayat rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.