

AGREEMENT FOR ASSIGNMENT

This Agreement for Assignment (“**AGREEMENT**”) executed on this ____ day of _____, 2023.

BY AND BETWEEN

ALOM EXTRUSIONS LIMITED (PAN No. AAACO3518N & CIN- L70200WB1980PLC032662), a Company incorporated under the Companies Act, 1956, having its registered office at Alom House, 7B Harendra Coomar Mukherjee Sarani (Pretoria Street_ , Post Office-Middleton Row and Police Station – Shakespeare Sarani, Kolkata – 700 071, being represented by its Constituted Attorney **SRI UTKAARSH K MODY** (PAN AJNPM7284L, Aadhaar No.353695876858), residing at 8/A Middleton Street, Kolkata 700071 Post Office- Middleton Row and Police Station- Shakespeare Sarani, hereinafter collectively referred to as the “**Assignor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their/its successors-in-interest and assigns) of the FIRST PART.

AND

RAGA PROJECTS LLP, (LLPIN No. AAN-6876), a limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office situated at 16A Brabourne Road, 9th floor, Kolkata-700001 Post Office-Hare Street, Police Station-Hare Street, having its Income Tax PAN AAYFR8934L represented by its Designated Partner **SRI UTKAARSH K MODY** (PAN AJNPM7284L, Aadhaar No.353695876858), son of Pawan Kumar Mody, by religion Hindu, by occupation Businessman, Citizen of India, residing at 8/A Middleton Street, Kolkata 700071 Post Office- Middleton Row and Police Station- Shakespeare Sarani hereinafter referred to as the "**Promoter**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) **of the SECOND PART.**

AND

(1) Mr. _____ , Aadhaar No [_____] , Pan No [_____] son of Mr. _____ **(2) Mr.** _____ Aadhaar No [_____] , Pan No [_____] son of _____ both residing at _____ hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **of the THIRD PART**

The Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

- A. The Promoter has represented to the Allottee that:
- (i) The **Assignor** is entitled to the leasehold rights in the property more fully described in **Part – I of Schedule A** hereto (hereinafter referred to as "the **Land**").
 - (ii) The particulars of the leasehold rights of the Land are more fully described in **Part – II of Schedule A** hereto (hereinafter referred to as "the Devolution of Title")

- (iii) By and under a Development Agreement dated 31st August 2022 made between the above-named Assignor and the Promoter hereto and registered with the office of ARA IV in Book NO 1 Volume No. 1904-2022, Pages 897754-897800, Being No. 4468 for the year 2022, the Assignor granted the exclusive right of development in respect of the said Land and construction of a Mini Township comprising of residential buildings, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.
- B. The said Land has been identified by the Promoter for development of the housing complex, presently comprising of 4 multistoried residential buildings of Ground plus eight upper floors ("**Buildings**") comprising of several apartments, common areas and other facilities (hereinafter referred to as "**Project**"). The Project consists of the Buildings and the said Land and shall include the Common Areas within the Buildings.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the leasehold interest of the Assignor regarding development of the said Land on which Project is to be constructed have been completed;
- D. The intimation for commencement of construction of works relating to the Project has been submitted by the Promoter with the Howrah Municipal Corporation and received by the Building Department, Howrah Municipal Corporation on 4th December 2021
- E. The Promoter has obtained the final sanctioned building plan approvals for the buildings at the Project from Howrah Municipal Corporation vide Building Permit No. 272/2021/BRC-391/19-20 dated 06.03.2021 ("**sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Howrah Municipal Corporation and other concerned authorities). The Promoter agrees and undertakes that it shall not make any changes to these layout plans in so far as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and other laws as applicable;

- F. The Project has not been registered under the provisions of the Act in absence of any appropriate authorities, and the Promoter shall cause to register the Project no sooner a Competent Authority is formed, as per applicable laws.
- G. The Allottee had applied to the Promoter for allotment of an Apartment in the Project vide application No. ___ dated _____ (“**Application**”) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter bearing No. _____, dated _____ (“**Allotment Letter**”), the Promoter has provisionally allotted in favour of the Allottee . All That the Apartment described in **Part - I of Schedule B** hereunder written (“**Said Apartment**”) together with the permission to use such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Schedule B** hereunder written (“**Car Parking Space/Parking Facility**”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Apartment being annexed hereto, marked as **Part III of Schedule B** (Said Apartment together with allotment of Car Parking Space if any, to park private medium sized car(s) owned by the Allottee, hereinafter collectively shall be referred to as “**Said Apartment And Properties Appurtenant Thereto**”) in accordance with the Specifications, marked as **Part IV of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule - D** hereto).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification of leasehold interest in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable

law(s) and after having carried out a physical inspection of the Land, and further after inspecting including but not limited to amongst others, the Specifications, approvals etc. for the Project, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i) the right, title and interest of the Promoter and the leasehold interest of the Assignor to/over/in respect of the Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Devolution of Leasehold Interest;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) allotment of private medium sized Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;
- vi) the Common Areas which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area, the Built Up Area and Apartment area for CAM of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;

- x) For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Car Parking Space to the interested allottees applying for the same in an organized manner whereby each allottee shall be allotted, parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.

- xi) That the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

- xii) the Specifications as also the measurements, dimensions, designs and drawings;

- xiii) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;

- xiv) the Assignor and the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost

floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Assignor and the Promoter who shall be entitled to deal with the same in such a manner as the Assignor and the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Assignor and the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;

- xv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules, the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:
- a) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
 - b) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;

- c) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
 - d) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto;
 - e) That the Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to assign the said Apartment And Properties Appurtenant Thereto and the Allottee hereby agrees to take on assignment the leasehold interest of the Said Apartment And Properties Appurtenant Thereto as specified in paragraph G of the recitals.

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 assign to the Allottee, and the Allottee hereby agrees to take on assignment the Said Apartment And Properties Appurtenant Thereto and further the Promoter agrees to permit the Allottee to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space, all as specified in Recital G hereinabove;
- 1.2 The **Total Price** for the Said Apartment And Properties Appurtenant Thereto (based on the Carpet Area) and for the allotment of medium sized Car Parking Space, if any, comprises of the following:

- a. A mutually agreed composite sum of **Rs. _____/-** (Rupees _____ only) as detailed herein below ("**Apartment & CP Price**") :-

Sl. No.	Consideration/amount payable towards	Rs.
1	Said Apartment	
2	Servants Quarter	
3	Car Parking	
	Total	

- b. The applicable Taxes payable on the Apartment & CP Price as determined from time to time ("**Apartment & CP Taxes**").
- c. The Extra Charges as detailed hereinbelow: -

Transformer Charges & Electricity Charges & Generator Charges - This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC / any other electricity supply agency for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to CESC / any other electricity supply agency directly on account of Individual Meter.	Rs 25000 Per KVA
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Legal and Documentation Charges	Rs _____/-
Association Formation Charges	5000/-
Total Extras Charges (in Rupees)	Rs. _____ Plus Transformer, Elec and Generator

d. The applicable Taxes payable on the Extra Charges as determined from time to time (“**Extra Charges Taxes**”).

e. The Deposits as detailed hereinbelow: -

Sinking Fund Deposit - This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association may deem fit and proper.	Rs _____/-
Maintenance Deposit - This amount is payable against 24 months advance maintenance charges for the said Apartment calculated on the super built-up area. That the Promoter, has estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.	Rs _____/-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months, which shall be refunded after adjusting dues, if any; within 50 days from the date of providing the photo-stat copy of the Mutation Certificate to the Promoter. (Rs 6/- Per SQFT)	Rs _____/-
Total Deposits (in Rupees)	Rs. _____/-

f. The applicable Taxes, if any, payable on the Deposits as determined from time to time
(“Deposit Taxes”)

For the sake of brevity, the term **“Total Price”** shall include **Apartment & CP Price, Apartment & CP Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes (if any).**

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee.
Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in Schedule-C. In addition, 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;

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule- 'C'** (hereinafter referred to as the "**PAYMENT PLAN**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottee at the rate of 5% (Five Percent) . 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 Except as disclosed to the Allottee in this Agreement (including in clause 1 above), 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 herein in respect of the Apartment without the previous written consent of the Allottee.
- Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Buildings/Towers are complete and the Occupancy 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 increased in the carpet area allotted to Allottee, 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.

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the rights of the Allottee is limited to leasehold interest of the Said Apartment And Properties Appurtenant Thereto and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of leasehold interest, contrary to the above;
- (i) The Allottee shall have exclusive leasehold interest of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Assignor, Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after obtaining the Occupancy Certificate or Completion Certificate as provided in the Act; and
 - (iii) That the computation of the Total Price in respect of the Said Apartment And Properties Appurtenant Thereto includes recovery of consideration of the Apartment , Car Parking Space , construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste

management system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance deposit for 24 months and includes cost of all other facilities and amenities, if any, provided within the Apartment and the Project and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above .

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and except as disclosed to the Allottee as per clause 'I' above. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment And Properties Appurtenant Thereto to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule-C** 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/she/it shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT:**

2.1 Subject to the terms of the Agreement and the Promoter abiding by construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written 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 **“RAGA PROJECTS LLP SARVALOM RERA COLLECTION A/C”** payable at Kolkata. The Assignor and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts

2.2 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/assignment/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 its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/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 Assignor and the Promoter accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Assignor and 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 Assignor and the Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment And Properties Appurtenant Thereto applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Said Apartment And Properties Appurtenant Thereto, if any, in his/her/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (“Payment Plan”).

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

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

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

7.1 **Schedule for possession of the Said Apartment and Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Apartment and Properties Appurtenant Thereto to the

Allottee along with ready and complete Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment And Properties Appurtenant Thereto along with ready and complete Common Areas, if any, of the Project on 31st July 2027, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Apartment and Properties Appurtenant Thereto.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become 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 allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

7.2 Procedure for taking possession: The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project or certification by the Architect as per clause 34.2 below and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate (**Possession Notice**). Provided that in the absence of local law, the Deed of Assignment in favour of the Allottee shall be carried out by the

Promoter within 3 (three) months from the date of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project or certification by the Architect as per clause 34.2 below. Both the Promoter and the Allottee agree and undertake to indemnify each other in case of failure of fulfilment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be, after the issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project or certification by the Architect as per clause 34.2 below. The Promoter shall handover a copy of such certificate, at the time of Deed of Assignment of the Said Apartment and Properties Appurtenant Thereto.

It is clarified that the Allottee shall duly comply 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.

7.3 Failure of Allottee to take possession of the Said Apartment And Properties Appurtenant Thereto: Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Apartment And Properties Appurtenant Thereto 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 Apartment And Properties Appurtenant Thereto 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 specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice.

7.4 Possession by the Allottee:
After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project or certification by the Architect as per clause 34.2 below and handing over physical possession of the Said Apartment And Properties Appurtenant Thereto to the

Allottee, it shall be the responsibility of the Promoter to handover necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, as per the local laws:

Provide that in case of absence of any local law, the Promoter shall handover the necessary documents and plans including all Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate of the Project or certification by the Architect as per clause 34.2 below.

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, then subject to terms mentioned below, the Allottee shall serve a 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount along with the brokerage amount (if booked through a broker) paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec. 19 (6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is – SBI (1 year MCLR) + 2 %) ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

7.6 Compensation: The Assignor shall compensate the Allottee in case of any loss caused to him due to defective lease hold interest in the land, on which the Project is being developed or has been developed 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 force. However under no circumstances shall the Assignor be liable for defect/deficiency not attributable to them.

7.7

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter 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 Apartment And Properties Appurtenant Thereto, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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 for every month of delay, till the handing over of the possession of the Said Apartment And Properties Appurtenant Thereto which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

The Assignor and/or the Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Assignor has marketable leasehold interest with respect to the Land; and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing 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 Land and the Project created by the Assignor or the Promoter;
- (iv) There are no litigations pending before any Court of law with respect to the Land or the Said Apartment And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Apartment And Properties Appurtenant Thereto are valid and subsisting and have been obtained by following due process of law. Further, the

Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Apartment And Properties Appurtenant Thereto and the Common Areas, if any;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) Save and the except the agreement between the Assignor and the Promoter, the Assignor/Promoter have not entered into any agreement for sub-lease/transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Said Apartment And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement
- (viii) The Assignor/Promoter confirms that the Assignor/Promoter are not restricted in any manner whatsoever from assigning the Said Apartment And Properties Appurtenant Thereto to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Assignment, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;
- (x) The Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land.
- (xi) The Assignor/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued or certification by the Architect as per clause 34.2 below and the possession of the Apartment along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Assignor/Promoter in respect of the Land and/or the Project

- (xiii) That the Project Land is not Waqf property.
- (xiv) The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority become operational and ready to receive the same and the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority.
- (xv) It is being further agreed and recorded that on completion of the project, the Assignor and the Promoter shall jointly contribute and create a corpus fund and/or Fixed Deposit of the required amount which shall be transferred to the Association of the intending Allotees and the interest earned on such corpus fund and/or Fixed Deposit shall be used for payment of the Lease Rent as and when due as per the Lease Deed (defined below). The Allotees and/or the Association of the intending Allotees shall not be entitled to use the said corpus fund and/or Fixed Deposit save and except the interest earned on such fund for payment of annual rent as per the Lease Deed.

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. The Promoter fails to provide ready to handover possession of the Said Apartment And Properties Appurtenant to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to handover possession' shall mean that the Said Apartment And Properties Appurtenant is ready with the provisions as described in paragraph (xii) of the recitals above and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project or certification by the Architect as per clause 34.2 below;
 - ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development of the Said Apartment And Properties Appurtenant as agreed and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Apartment And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment And Properties Appurtenant which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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 as the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment And Properties Appurtenant in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall

thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Such refund to the Allottee by the Promoter shall be made out of the amounts received by the Promoter against Lease of the Designated Apartment to any other interested person.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Apartment And Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Said Apartment And Properties Appurtenant or Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Legal and documentation charges, taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

10 DEED OF ASSIGNMENT OF THE SAID APARTMENT AND PROPERTIES APPURTENANT:

The Assignor and the Promoter, on receipt of Total Price of the Said Apartment And Properties Appurtenant as mentioned in 1.2 above from the Allottee and subject to approval from the competent authority for assignment, shall execute a Deed of Assignment and transfer to the Allottee the leasehold interest in respect of the Said Apartment And Properties Appurtenant together with irrevocable right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion

Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project or certification by the Architect as per clause 34.2 below, to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand later, the Allottee authorizes the Assignor and the Promoter to withhold registration of the assignment deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. 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)

It is clarified that the Deed of Assignment shall be drafted by the solicitors/advocates of the Promoter and approved by the Assignor and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

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

- 11.1 The Promoter shall be responsible to provide and maintain through the Maintenance Agency (as defined below) the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 24 (Twenty Four) months has been included in the Total Price of the Said Apartment And Properties Appurtenant however, the Allottees undertake to make necessary payments over and above such advance maintenance charges, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed within a period of 12 (Twelve) months from the date of Completion Certificate for the whole Project or certification by the Architect as per clause 34.2 below. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

11.2 Maintenance In- Charge

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

11.2.2 **Maintenance Agency:** The Promoter shall appoint one or more companies or agencies or persons (**"Maintenance Agency"**) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common (**"Common Purposes"**) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee. The Allottee shall have no right to raise any objection on any of the agencies which shall be appointed by the developer.

11.2.3 **Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (**"Maintenance In- charge"**)

11.3 Common Areas Related:

11.3.1 The Project shall contain certain Common Areas as specified in **SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

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

11.3.3 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

11.3.4 The Assignor and the Promoter would assign proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such Assignment to be carried out in favour of the Association, then such Assignment shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution of Deed of Assignment in respect of the Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate benefit of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.

11.4 **Apartment Related:**

11.4.1 Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

11.4.2 Transfers by Allottee: The Allottee may only after a period of 15 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @ Rs. 50/- PER SQFT (excluding Extra Charges, Deposits and Taxes) get the name of his nominee as the Buyer of the **Said Apartment And Properties Appurtenant Thereto** subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any nomination within blood relation shall be exempted of nomination charges. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs 50/- PER SQFT mentioned in this clause in respect of the **Said Apartment And Properties Appurtenant Thereto** paid to the Promoter as aforesaid) or Goods and Services Tax arising due to any nomination by the Allottee shall be payable by the Allottee

or its transferee but the Assignor and/or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Assignor and/or the Promoter or to which the Assignor and/or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Assignor and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 15 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the **Said Apartment And Properties Appurtenant Thereto** at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the **Said Apartment And Properties Appurtenant Thereto** are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

11.4.3 Area Calculations:

- (a) **Carpet Area of Apartment:** The carpet area for the Apartment including the servant quarter or any other Apartment shall mean the net usable floor area of such Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Apartment.
- (b) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment.
- (c) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Apartment if granted to the Allottee.
- (d) **Built-up Area:** The built-up area for the Apartment including the servant quarter or any other Apartment shall mean the Carpet Area of such Apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony and any other Apartment /Balcony and the area covered by all other external walls of the such Apartment /Balcony.
- (e) **Apartment Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the chargeable area shall be the sum total of the Built-up Area and Proportionate Common Area which comes to _____ SQFT more or less.
- (f) **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

11.5 Housing Loan by Allottee : In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement 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 from such bank/ financial institution.

11.6 Parking Facility/Car Parking Space Related

- 11.6.1 The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this agreement.
- 11.6.2 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- 11.6.3 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision;
- 11.6.4 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

11.7 Future Expansion Related:

- 11.7.1 The Allottee accepts, acknowledges and confirms that the Assignor and the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.
- 11.7.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Apartment or reducing the amenities and facilities mentioned in **Schedule D**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- 11.7.3 The Allottee accepts and confirms that in case of any additional construction, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Allottee hereunder shall not vary thereby.
- 11.8 **HOUSE RULES:** The ownership and enjoyment of the Apartment, Car Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules

below (“**House Rules**”) which the Allottee shall be obliged and responsible to comply with strictly:-

- 11.8.1 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.8.2 to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Apartment and Properties Appurtenant thereto or any activity which may cause nuisance or annoyance to the Co-owners.
- 11.8.3 Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.8.4 Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- 11.8.5 Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- 11.8.6 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

- 11.8.7 not to install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
- 11.8.8 not to hang or put any clothes in or upon the windows balconies, ultimate roof and other portions which may be exposed in a manner or be visible to the outsiders.
- 11.8.9 to maintain at his own costs, the Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Howrah Municipal Corporation, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.8.10 to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the Said Project Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- 11.8.11 not to sub-divide the Apartment and space for Car Parking Space under any circumstances.
- 11.8.12 not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said Project.
- 11.8.13 not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- 11.8.14 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

11.8.15 to apply for and obtain at his own costs separate assessment and mutation of the said Apartment and Properties Appurtenant thereto in the records of appropriate authority within 06 (six) months from the date of possession.

11.8.16 not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.

11.8.17 not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

11.8.18 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

11.8.19 the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-

- (a) The Allottee shall use only the space for Parking Facility identified for him as per **PART II** of **SCHEDULE B** hereto for parking;
- (b) The Allottee shall pay the Parking Facility Maintenance Charges, if any decided by the Promoter, punctually and without any delay or default;
- (c) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
- (d) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (e) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (f) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of

the Apartment to any other Co-owner of the Project and none else.

- (g) The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.
- (h) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Assignor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Assignor.
- (i) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Apartment owner of such facility or any other Co-owners in the Project.
- (j) In case the Parking Facility due to any technical issues or owing to any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.

11.8.20 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

11.8.21 to keep the Apartment free from all hazards relating to fire.

11.8.22 to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair

and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

- 11.8.23 not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 11.8.24 not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Facility, if any.
- 11.8.25 not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.
- 11.8.26 not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 11.8.27 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- 11.8.28 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- 11.8.29 to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Assignor and the Promoter and all other persons entitled thereto.
- 11.8.30 to use the Common Areas with due care and caution and not hold the Assignor and/or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas.

- 11.8.31 not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.8.32 not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.8.33 not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.8.34 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.8.35 keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 11.8.36 not to change/alter/modify the names of the Project from those mentioned in this Agreement.
- 11.8.37 The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Parking Facility and the other components of the said Properties and Appurtenant thereto and that the Assignor and the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and their sole discretion, which

the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

11.9 Taxes and Outgoings: The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):-

- (a) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment, Parking Facility and/or Designated Apartment directly to the Howrah Municipal Corporation, BLLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Properties and Appurtenant thereto or any component thereof or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Said Apartment And Properties Appurtenant Thereto and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the Apartment.
- (d) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Said Apartment And Properties Appurtenant Thereto against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Apartment And Properties Appurtenant Thereto or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In- charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In

particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. 3 /- (Rupees_Three only) only per Square foot per month of the Apartment Area for CAM mentioned in clause 11.4.3 (f) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- (f) Parking Facility Maintenance Charges amounting to Rs. 200 per month
- (g) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (h) Goods and Services Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- (i) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.9.2 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

11.9.3 The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments

shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

- 11.9.4 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.9.5 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees guests agents tenants or licences and/or the Said Apartment and Properties Appurtenant thereto. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.9.6 The Allottee shall be and remain responsible for and to indemnify the Assignor, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Assignor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Assignor and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee

and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 11.9.7 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Apartment and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Apartment on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Said Apartment and Properties Appurtenant thereto and remedies the concerned default and takes physical possession of the Apartment, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs. 5000 per month of the Apartment towards withholding charges.
- 11.9.8 **Waiver:** The unsold apartments shall enjoy no waiver of Maintenance charges.
- 11.9.9 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Apartments therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto
- 11.10 **Acknowledgments, Exceptions and Reservations:** The Allottee do hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

11.10.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to “as Project Branding”) and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name SARVALOM (“**Said Signage**”) of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Said Project and also the boundary walls of the Said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of Lease and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark SARVALOM in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

11.10.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor

and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

11.10.3 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

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 Lease relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Apartment is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the

defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee. The Allottee also acknowledges and accepts that non structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of Force majeure event(s), which shall not be covered under the defect liability obligations of the Promoter.

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 Apartment and Properties Appurtenant thereto on the specific understanding that is/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 In-charge (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 In-charge from time to time.

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

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

15 **USAGE:**

Use of Basement (if any) and Service Areas: The basement(s) (if any) and service areas on the ground floor if any located within the Project shall be ear-marked for

purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses. The Allottee shall not be permitted to use the services areas and the basement(s) (if any) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost and shall not do or suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building/Project.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of the Said Apartment and Properties Appurtenant with the full knowledge of all laws, rules, regulations, notifications

applicable to the Project. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Said Apartment And Properties Appurtenant, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Apartment And Properties Appurtenant/ at his/her own cost. The Allottee agrees and undertakes not to do any act or omission and/or commit any breach, violation or default of any of the terms and conditions of the said Indenture of Lease dated 22nd November, 2018 and/or any clarification, modification or amendment and/or any subsequent communication by the Government of West Bengal and the Allottee hereby indemnifies and agrees to keep indemnified the Assignor and the Promoter fully in this regard.

18 **ADDITIONAL CONSTRUCTION:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority(ies) and disclosed, except for as provided elsewhere in this agreement and/or in the Act/Rules.

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

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

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

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made

thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21 **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Assignor and/or the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Assignor and/or 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.

22 **ENTIRE AGREEMENT:**

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

23 **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties hereto that all the

provisions contained herein and the obligations arising hereunder in respect of the Said Apartment And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Apartment And Properties Appurtenant for all intents and purposes.

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

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**Schedule-C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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 the 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) of the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28 **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 **PLACE OF EXECUTION:**

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

30 **NOTICES:**

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

Allottee:

Promoter:

RAGA PROJETS LLP
16A, BRABOURNE ROAD,
9TH FLOOR, KOLKATA 700001.

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

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/it which shall for all intents and purposes to consider as properly served on all the Allottees.

32 **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33 **DISPUTE RESOLUTION:**

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

34 **ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Assignor, Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified 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 thereunder.

34.1 Additional Terms And Covenants Regarding Construction

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Apartment And Properties Appurtenant is ready for hand over in terms of this Agreement, the

Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.2 Additional Terms and Covenants Regarding Possession/Hand Over

Notwithstanding whatever stated elsewhere in the agreement if the Promoter after completing the Project as certified by the Architect applies for the Occupancy/Completion Certificate to the Howrah Municipal Corporation and for no fault of the Developer/Assignor the Howrah Municipal Corporation delays in granting the Occupancy/Completion Certificate, then in such an event the Promoter shall handover the possession to the Allottees subject to the Allottees making all payment as agreed in this Agreement.

34.3 Additional and other/further representations, warranties, obligations and covenants of the Parties:

i. Car Parking:

That at the request of the Allottee, the Promoter hereby permits the Allottee to use the number of Car Parking Spaces as set out in **Part - II of Schedule B** hereto within the Project on the Land. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated / shall be allocating other car parking spaces to other Allottee in the Project and undertakes not to raise any objection in that regard and the rights of the Promoter to raise any such objection shall be deemed to have been waived. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Assignment, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the units in the Building/Tower and the Project.

ii. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for assignment and transfer of the Said Apartment And Properties Appurtenant as contained herein, are made in view of the extant laws, rules and regulations governing such assignment and transfer and are subject to

changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

- iii. It is expressly agreed and understood by the parties that the Assignor has nothing to do with the construction, development and/or providing of Common Areas or maintenance and as such at no time, whether before or after the date of handing over of maintenance to the Maintenance Agency, the Assignor or any of its directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters relating to construction, development and/or providing of Common Areas including relating to the time of completion and handover of possession and/or relating to quality of construction and/or defect/deficiency therein and/or relating to maintenance or handover to Association.

Notwithstanding anything to the contrary contained herein, all rights and obligations of the Promoter and the Assignor inter se shall be governed by the Development Agreement dated 31st August 2022 which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

SCHEDULE- "A"

Part – I

[LAND]

ALL THAT piece and parcel of Land measuring about **2.4983 Acres** more or less lying, situate at and being **Premises no. 184, J.N. Mukherjee Road, Howrah-711106** under Ward No.4 of the Howrah Municipal Corporation and comprised in Mouza: Malipanchghara, J.L. No. 01, Police Station Malipanchghara, District Howrah in the following Dags/Plots:

RS DAG NO	LR DAG NO	AREA IN ACRE	AREA IN KOTTAH
160	168	0.4485	27.18
161	169	0.2673	16.20
82/267	171	1.1726	71.07
74/254	172	0.0198	1.20
82	88	0.4484	27.18

83	89	0.0025	0.15
85	90	0.0261	1.58
84	91	0.0026	0.16
86	92	0.1105	6.70
		2.4983	151.42

The said Premises is butted and bounded in the following manner:

On the North:	By Shree Satya Narayan Madhav Mishra Vidyalaya.
On the East:	By J.N. Mukherjee Road.
On the West:	By Badalpara Lane.
On the South:	By Satyanarayan Temple.

Part – II

[Title]

By an Indenture of Lease dated 22nd November, 2018 (“Lease Deed”) registered at the office of the Additional District Sub-Registrar, Howrah and recorded in Book No. I, Volume No. 0502-2018, Page from 298994 to 299012, Being No. 050209112 for the year 2018, made between the Governor of the State of West Bengal (“Head Lessor”) therein referred to as the Lessor of the One Part and Alom Extrusions Limited (“Assignor”) therein referred to as the Lessee of the Other Part, Head Lessor therein in consideration of the premium and annual rent to be paid by the Assignor herein, granted and demised the ALL THAT piece and parcel of the land measuring 2.7250 acres, more or less. It is hereby clarified that land measuring .2267 acres had already been transferred prior to execution of the Indenture of Lease and as such the area of land in the said Premises shall be considered as 2.4983 acres instead of 2.7520 acres in the below manner:-

RS DAG NO	LR DAG NO	AREA IN ACRE	AREA IN KOTTAH
160	168	0.4485	27.18
161	169	0.2673	16.20
82/267	171	1.1726	71.07
74/254	172	0.0198	1.20
82	88	0.4484	27.18

83	89	0.0025	0.15
85	90	0.0261	1.58
84	91	0.0026	0.16
86	92	0.1105	6.70
		2.4983	151.42

situated at 184, J.N Mukherjee Road, under Howrah Municipal Corporation, Ward No. 4, Howrah-711106 ("Land") unto and in favour of Assignor herein for a term of 99 years commencing from 20th June, 2018 and on the terms and conditions therein mentioned exclusively and wholly for establishing and setting up a "Mini Township".

SCHEDULE - 'B'

[DESCRIPTION OF THE SAID APARTMENT AND CAR PARKING SPACE]

Part - I
(SAID APARTMENT)

All That the Apartment No. _____ on the _____ in Tower No. _____ of the complex being constructed on the Land as a part of the Project, having a Carpet Area of _____ sq.ft. More or less, with the respective areas of the Balcony/Verandah and the Wardrobe. For the purpose of registration the Super Built – Up Area is _____ **sq. ft.** which includes the servant's quarter.

Part - II
(CAR PARKING SPACE)

All that the 1 number of CAR PARKING SPACE below the tower on the Land, as designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space.

Part III
(FLOOR PLAN OF THE APARTMENT) - ANNEXED

Part IV
(SPECIFICATIONS)

1. Foundation and structure

- Reinforced cement concrete on piles. RCC structure with beam and column brick work of 8", 5" and 3".
- Adequately designed for earthquake resistance.

2. Smooth wall finish

- Putty finished smooth walls inside the flats
- POP finish in all common areas
- Quality workmanship: no more efflorescence, crevices and shabby walls.
- External wall: Anti-fungal external grade paint/ snowcem cement colours.

3. Sturdy doors

- Main doors made of flushed door of teak finish/designer.
- Internal doors: flushed doors.

4. Airy windows

- Aluminium sliding windows with clear glass.

5. Balcony and staircase

- Stainless steel railings as per design.

6. Lasting floors and dado

- Living, dining, kitchenette, bedrooms, toilet, balcony & common lobby – vitrified tiles.
- Staircase – Kota stone / green marble or equivalent

7. Comfortable toilets

- Very good quality fittings.
- Hot and cold water provision.
- Water efficient sanitary fixtures.
- Standard large size tiles up to 7' height (Dado) to give grandeur to your toilet.
- Anti –skid flooring.

8. Kitchen

- Granite counter top.
- Dado of ceramic tiles above platform up to 2' height with stainless steel sink.
- 24 Hours water provision.
- Flooring - ceramic tiles.

9. Electrical details

- Split air-conditioning provision in drawing room and bedrooms.
- Fire resistant wires - zero-hazard, no leakage, shock-proof and sleek.
- Concealed wiring of reputed brands for electricity, telephone wire inside the apartment.
- Quality earthing for all electro-mechanical gadgets.
- PVC conduit pipe with copper wiring, MCBs/ELBs, inside the flats.
- White colour modular type switches of reputed make.
- Light & fan points – standard number.
- T. V point – standard number.
- Optimized power back-up with instant change over between mains and DG set.

10. Treatment and proofing

- Anti-termite treatment during various stages of construction.
- Waterproofing wherever required.

11. 24X7 security and fire prevention

- Surveillance facility with CCTV and 24X7 round-the-clock security facility.
- Fire prevention and protection system as per WBFS recommendations.

12. Water treatment

- Provision for hot/cold water lines in toilets.
- Each apartment to have permanent sweet water connection. Absolutely hygienic.

13. Common area illumination

- Sufficient illumination through compound and street lighting inside the complex.

14. Impressive entrance lobby

- Well decorated foyer with star category finish in common areas and lobbies.

15. Magnificent elevation

- Iconic towers meticulously designed. Combination of anti-fungal and textured paint that ensures protection from erosion, weather effects and also reduces cost.

16. Aesthetic elevators

- Automatic lifts of reputed brand with ultra-smooth escalation and landing.

17. Superior hardware & fittings

- All locks and hardware fittings of good quality adding elegance to the apartment.
- Stainless steel finished lock.

18. Parking Area

- Parking for visitors.
- Parking for Doctors.
- Parking for ambulance.

19. Basic Infrastructure

- Underground water supply, electricity, drainage, sewage system.
- 24 hours water supply.
- Adequate power supply.
- 24 hours alternate power supply source for common area and lift (alternate power back-up for the apartments shall also be provided after calculating the load factor) (optional)
- Intercom facility from security room to apartments.
- Society office.

SCHEDULE – “C”

[PAYMENT PLAN]

SL NO	PARTICULARS	PAYMENT TERMS	AMOUNT
1	ON BOOKING OF YOUR FLAT	10%	
2	WITHIN 30 DAYS FROM DATE OF BOOKING OF YOUR AGREEMENT	10%	
3	ON COMPLETION OF PILING OF YOUR BLOCK	7.50%	
4	COMMENCEMENT OF GROUND FLOOR ROOF SLAB	7.50%	
5	COMMENCEMENT OF 1ST FLOOR ROOF SLAB OF YOUR BLOCK	7.50%	
6	COMMENCEMENT OF 3RD FLOOR ROOF SLAB OF YOUR BLOCK	7.50%	
7	COMMENCEMENT OF 5TH FLOOR ROOF SLAB OF YOUR BLOCK	7.50%	
8	COMMENCEMENT OF 7TH FLOOR ROOF SLAB OF YOUR BLOCK	7.50%	
9	COMMENCEMENT OF THE ULTIMATE ROOF SLAB OF YOUR BLOCK	7.50%	
10	COMMENCEMENT OF BRICKWORK OF YOUR UNIT	7.50%	
11	COMMENCEMENT OF INSIDE PLASTER OF YOUR UNIT	5%	
12	COMMENCEMENT OF FLOORING OF YOUR UNIT	5% + Extra Charges	
13	INSTALLATION OF LIFT AT YOUR BLOCK	5%	
14	ON NOTICE OF POSSESSION OR REGISTRY OF YOUR FLAT WHICHEVER IS EARLIER	5% + Deposits	
	TOTAL	100%	

PAYMENT OF LEGAL FEES.	
LEGAL & DOCUMENTATION FOR 2BHK ((50% On Registry of Agreement to Assignment & 50% on Registry of Deed of Assignment)	Rs 10,000/-

LEGAL & DOCUMENTATION FOR 3BHK (50% On Registry of Agreement to Assignment & 50% on Registry of Deed of Assignment)	Rs 15,000/-
LEGAL & DOCUMENTATION FOR 4 BHK (50% On Registry of Agreement to Assignment & 50% on Registry of Deed of Assignment)	Rs 20,000/-
INCIDENTAL CHARGES FOR REGISTRY OF AGREEMENT FOR ASSIGNMENT	Rs 10,000/-
INCIDENTAL CHARGES FOR REGISTRY OF DEED OF ASSIGNMENT	Rs 10,000/-

The Allottee agrees to pay the applicable taxes over and above the abovementioned amounts.

SCHEDULE-D

[COMMON AREAS]

- 1 The Entire land
- 2 The Entire Roof

Ground Floor Amenities

- 3 Entrance Gate complex
- 4 Jogging/ Walking Track
- 5 Multipurpose court
- 6 Walking Trails
- 7 Open air theatre
- 8 Urban forest with sitting cove
- 9 Grand Central Lawn
- 10 Palm avenue on Mound
- 11 Senior citizen adda zone
- 12 Feature Pergola
- 13 Adda Corner
- 14 Temple and lawn
- 15 Drop off area
- 16 Feature wall
- 17 Sculpture
- 18 Pergola with feature tree
- 19 Guard room

Podium Level Amenities

- 20 Swimming Pool
- 21 Kids pool
- 22 Pool Deck
- 23 Water fall feature (Pool overflow)
- 24 Kids play area
- 25 Feature wall- Tree of life
- 26 Path way
- 27 Tree court
- 28 Party Lawn
- 29 Grand Lawn
- 30 Society/ Maintenance office
- 31 Changing room
- 32 Community Hall
- 33 Gym
- 34 Yoga
- 35 Lounge
- 36 Cards room
- 37 Indoor Games room

Terrace Amenities

- 38 Open Gym
- 39 Kids zone
- 40 Hide and Seek park
- 41 Bird feeder zone
- 42 Laughing club
- 43 Sky gazing
- 44 Tulsi Mancha
- 45 Surya Pranam deck
- 46 Adda Zones
- 47 Party areas
- 48 Golf putting
- 49 Zen garden
- 50 Meditation platform
- 51 Gazebo Adda zone
- 52 chess table, ludo table, cards
- 53 Hopscotch court
- 54 Ganga Aarti Platform

SCHEDULE E

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Buildings including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas at the Project, and the parking spaces including lifts, generators, intercom, CCTV, water pump with motors, all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Allottee in common.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments gadgets and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, fittings, fixtures etc) and MCP.

3. **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.

4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the Common Purposes, until handing over the same to the Association.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project Land (save those assessed separately in respect of any Unit).

6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events and/or any contingencies.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Assignor, the Promoter, the Maintenance In-charge for the Common Purposes.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Assignment in the presence of attesting witness, signing as such on the day,

month and year first above written.

**SIGNED SEALED AND
DELIVERED BY THE WITHIN
NAMED ASSIGNOR IN THE
PRESENCE OF:**

**SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
PROMOTER IN THE PRESENCE OF:**

**SIGNED SEALED AND
DELIVERED BY THE WITHIN
NAMED ALLOTTEE IN THE
PRESENCE OF:**