

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this.....(date) day of
....., 20.....,

By and Between

SRI SURESH DAS, (Pan No. AGIPD7322C), (Aadhaar No.4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah, hereinafter called the "**PROMOTER**" (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 assignees).

AND

[If the Allottee is a company]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN)_____, represented by its authorized signatory, _____, (Aadhar no._____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no._____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), 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 assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

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

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), 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 assignees).

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

WHEREAS:

- A. **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** containing an area measuring about **03 (Three) Cottahs 00 (Zero) Chhittaks 00 (Zero) Square Feet**, be the same a little more or less, together with old structures and other erections measuring about 100 sq. ft. standing thereupon including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to R.S. Dag No. 6908, under R.S. Khatian No. 2553, corresponding L.R. Dag No. 23639, L.R. Khatian nos. 16280, 22295, 3991, 340, J.L. No. 14, Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah;
- B. Originally Abdul Karim Mondal, Amina Khatun and Momena Khatun were the joint owners in respect of the aforesaid property and while thus being jointly seized and possessed of the aforesaid property due to urgent need of money said Abdul Karim Mondal transferred his share in favour of Sunil Kumar Acharya Chowdhury by virtue of a registered Deed of Sale dated 29.04.1955 being Deed no. 2450 for the year 1955 and delivered possession thereof;
- C. Said Amina Khatun and Momena Khatun while thus being jointly seized and possessed of their share in respect of the aforesaid property due to their urgent need of money transferred their undivided share of land in favour of Prafulla Kumar Acharya by virtue of two separate registered Deeds of Sale dated 25.07.1955 and 12.05.1955 being Deed nos. 4564 and 2677 respectively both for the year 1955 and delivered peaceful possession thereof;
- D. **A**fter acquisition of joint title in respect of the aforesaid property said Sunil Kumar Acharya Chowdhury and Prafulla Kumar Acharya had been jointly possessing as well as enjoying the same having joint right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful'

OWNERS thereof by payment of Govt. revenues, taxes, etc. before different authorities;

E. While thus being jointly seized and possessed of the aforesaid property said Sunil Kumar Acharya Chowdhury and Sri Prafulla Kumar Acharya due to their urgent need of money jointly transferred the aforesaid property in favour of Amrita Lal Mukherjee by virtue of a registered **Deed of Sale dated 10.05.1956 corresponding to 27th day of Baishak, 1363 B.S. being Deed No. 2648 For the year 1956** and delivered khas possession thereof;

F. After acquisition of title in respect of the aforesaid property said Amrita Lal Mukherjee had been possessing as well as enjoying the same having exclusive right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNER thereof by payment of Govt. revenues, taxes, etc. before the different authorities;

G. While being seized and possessed of the aforesaid property said Amrita Lal Mukherjee died intestate on 26.01.1973 leaving behind his two sons viz. **Sri Biswanath Mukherjee and Sri Shibnath Mukherjee** and two daughters viz. **Smt. Kalyani Ghosal and Smt. Anjali Chakraborty**, as his legal heirs to inherit his estate according to the Law of Inheritance governed under the Hindu Succession Act, 1956 and accordingly, they all became the co-owners and occupiers in respect of the aforesaid property left by Amrita Lal Mukherjee and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating their names before the B.L.& L.R.O covered by L.R. Khatian nos. 16280, 22295, 3991, 340;

Said Sri Biswanath Mukherjee and Sri Shibnath Mukherjee and two daughters viz. **Smt. Kalyani Ghosal and Smt. Anjali Chakraborty**, while thus being seized and possessed of the aforesaid property as joint owners thereof having joint right, title, interest as well as possession in respect of the same dreamed to raise a multi-storied residential building on their aforesaid property by demolishing the existing old structures but they had neither any knowledge nor any sufficient finance or liquid cash to transform their dream into reality; for which, they were in search of a good, reputed and financially sound Developers/Promoters, who could undertake full responsibility to raise a proposed residential multi-storied building on the aforesaid property and complete the same absolutely in share-in-ownership basis in terms of share as recited in the Development Agreement;

H. The DEVELOPER/PROMOTER had the necessary financial resources and technical knowledge to undertake the construction of the multi-storied building upon the aforesaid property of the Owners viz. **Sri Biswanath Mukherjee and Sri Shibnath Mukherjee** and two daughters viz. **Smt. Kalyani Ghosal and Smt. Anjali Chakraborty** together with all that is necessary to appoint soil surveyor, architects,

civil engineers, masons and labours, etc. to obtain necessary sanction plan for the proposed new multi-storied building from the Howrah Zillah Parishad and to complete the said proposed construction thereof.

- I. **Said Sri Biswanath Mukherjee and Sri Shibnath Mukherjee** and two daughters viz. **Smt. Kalyani Ghosal and Smt. Anjali Chakraborty** entered into an Agreement for Development with the DEVELOPER/ PROMOTER on 5th day of July, 2021 since been registered on 15.07.2021 before the **D.S.R. II Howrah** and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184532 to 184532, **Being no. 051305420, For the year 2021** for developing the aforesaid property on various terms and conditions, as fully embodied in the aforesaid Agreement for Development followed by a registered General Power of Attorney dated 05.07.2021, since been registered on 15.07.2021 before the **D.S.R. II Howrah** and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184573 to 184603, **Being no. 051305422, For the year 2021** in favour of the DEVELOPER/ PROMOTER empowering him to sell / transfer the flat or flats as constructed over the aforesaid and to execute and register proper deed of conveyances in favour of various intending PURCHASER or PURCHASERS;
- J. **ALL THAT** piece and parcel of LAND measuring about 14(Fourteen) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet, appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632, under Khatian 8784, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto was originally belonged to one Narendranath Singha Roy whose name had been duly recorded in the C.S. record of right and he had been duly possessing as well as enjoying the said property having sixteen annas right, title and interest therein not only by exercising all sorts of overt acts over the same but also by mutating his name before the then Bally Municipality as true and lawful owner thereof and also by taking all sorts of usufructs there from without any interruption from any corner whatsoever;
- K. While thus being lawfully seized and possessed of the aforesaid property said Narendranath Singha Roy executed a registered Deed of Settlement in favour of his wife viz. Smt. Abha Rani Singha Roy inter alia giving her life interest in respect of the aforesaid property and after her demise the aforesaid property shall devolved upon his son viz. Sri Tushar Kanti Singha Roy and his daughter Smt. Rama Rani Singha Roy and the said Deed of Settlement dated 08.07.1985 was duly registered before the office of the District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 68, Pages from 361 to 366, Being No. 3983, For the Year 1985;
- L. After demise of said Smt. Abha Rani Singha Roy her son Sri Tushar Kanti Singha Roy and his daughter Smt. Rama Rani Singha Roy jointly acquired the aforesaid property and they had been in peaceful possession as well as enjoyment of the

same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof and also by payment of Government revenues, taxes, etc. before the different authorities and also by taking all sorts of usufructs there from;

- M. While thus being seized and possessed of the aforesaid property said Sri Tushar Kanti Singha Roy on account of his bonafide and lawful necessity transferred **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **07(Seven) Cottahs 04(Four) Chhittaks 00(Zero) Square Feet** be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian nos. 49634 and 49638, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah in favour of **SMT. NEELAM DAS**, (PAN No. ANOPD6293P), (Aadhar No. 2704 3742 2061), wife of Sri Suresh Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah and **SMT. CHAYYA DEVI SHAW**, (Aadhar No. 6130 9728 2593), the Owners by virtue of a registered Deed of Conveyance dated 05.09.2019 since been registered before the office of the District Sub-Registrar-II at Howrah and the same has been duly incorporated in Book No. I, Volume No. 0513-2019, Pages from 164793 to 164821, **Being No. 051305080, For the Year 2019** and delivered peaceful possession thereof;
- N. After acquisition of title in respect of the aforesaid property said **SMT. NEELAM DAS**, and **SMT. CHAYYA DEVI SHAW**, (Aadhar No. 6130 9728 2593), have been jointly possessing as well as enjoying the same having joint right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating their names before the B.L.& L.R.O covered by L.R. Khatian nos. 49634 and 49638 and also by converting the aforesaid property into Bastu Land;
- O. Said **SMT. NEELAM DAS**, and **SMT. CHAYYA DEVI SHAW**, (Aadhar No. 6130 9728 2593), while thus being seized and possessed of the aforesaid property as joint owners thereof having joint right, title, interest as well as possession in respect of the same dreamed to raise a multi-storied residential building on their aforesaid property by demolishing the existing old structures but they had neither any knowledge nor any sufficient finance or liquid cash to transform their dream into reality; for which, they were in search of a good, reputed and financially sound Developer/Promoter, who could undertake full responsibility to raise a proposed residential multi-storied building on the aforesaid property and complete the same

absolutely in share-in-ownership basis in terms of share as recited in the Development Agreement;

- P. The DEVELOPER/PROMOTER of the SECOND PART had the necessary financial resources and technical knowledge to undertake the construction of the multi-storied building upon the aforesaid Property of the OWNERS of the FIRST PART nos. 6 and 7 together with all that is necessary to appoint soil surveyor, architects, civil engineers, masons and labours, etc. to obtain necessary sanction plan for the proposed new multi-storied building from the Howrah Zillah Parishad and to complete the said proposed construction thereof.
- Q. Said **SMT. NEELAM DAS** and **SMT. CHAYYA DEVI SHAW**, (Aadhar No. 6130 9728 2593), jointly entered into an Agreement for Development with the DEVELOPER/PROMOTER of the SECOND PART on 5th day of July, 2021 since been registered on 15.07.2021 before the **D.S.R. II Howrah** and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184464 to 184499, **Being no. 051305419, For the year 2021** for developing the aforesaid property on various terms and conditions, as fully embodied in the aforesaid Agreement for Development followed by a registered General Power of Attorney dated 05.07.2021, since been registered on 15.07.2021 before the **D.S.R. II Howrah** and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184382 to 184403, **Being no. 051305426, For the year 2021** in favour of the DEVELOPER/ PROMOTER empowering him to sell / transfer the flat or flats as constructed over the aforesaid and to execute and register proper deed of conveyances in favour of various intending PURCHASER or PURCHASERS;
- R. The Developer purchased **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **07(Seven) Cottahs 04(Four) Chhittaks 07(Seven) Square Feet** be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian no. 49621, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah from the then lawful owner-in-possession viz. Smt. Rama Singha Roy @ Smt. Ramarani Singha Roy by virtue of a registered Deed of Sale dated 18.05.2018 since been registered before the office of the Additional District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 0502-2018, Pages from 116389 to 116413, **Being No. 050203480, For the Year 2018** and delivered peaceful possession thereof;
- S. After acquisition of title in respect of the aforesaid property the Developer has been possessing as well as enjoying the same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNER thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating his name before the B.L.&

L.R.O covered by L.R. Khatian no. 49621 and also by converting the aforesaid property into Bastu Land;

- T. Subsequently the aforesaid owners and developer jointly dreamed to raise multistoried building over the aforesaid three plots of land jointly and thus they all jointly executed a registered **Deed of Amalgamation dated 25.08.2021** since been registered before the office of the Additional District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 0502-2021, Pages from 271552 to 271573, **Being No. 050207503, For the Year 2021** and the aforesaid three plots after amalgamation became **All THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **17(Seven) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet** be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag Nos. 6908 and 6903, under R.S. Khatian Nos. 2553 and 8784 corresponding to L.R. Dag Nos. 23639 and 23632, under L.R. Khatian nos. 16280, 22295, 3991, 340, 49634, 49638 and 49621, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, since been lying in one compact block, hereinafter referred to as the "Said Land";
- U. In terms of the aforesaid Development Agreements both dated 05.07.2021 and Deed of Amalgamation dated 25.08.2021 the DEVELOPER/PROMOTER applied for obtaining a sanctioned plan from the Howrah Zillah Parishad for raising new buildings over the "**SAID LAND**",.
- V. The Said Land is earmarked for the purpose of building a *residential* project, comprising multistoried apartment buildings and the said project shall be known as SUNS RAYS PLACE ' ("Project");
- W. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- X. The Howrah Zilla Parisad has granted the commencement certificate to develop the Project vide approval dated bearing no.289/032/HZP/PS Dated 24/03/2022;
- Y. The Promoter has obtained the final layout plan approvals for the Project from HOWRAH ZILA PARISAD. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- Z. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ___no.___, on ___ under registration.
- AA. The Allottee had applied for an apartment in the Project vide application no. ___ dated..... and has been allotted apartment no. having carpet area of square feet, type , on ___ floor in [tower/block/building] no. ("Building") along with _____ garage/closed parking no. ___ ad measuring ___ square feet in the ___ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as

defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

- BB.* The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking measuring _____ square feet (if applicable) in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);
- CC.* The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- DD.* 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;
- EE.* 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;
- FF.* In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

Block/Building/ Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
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*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking – 1	Price for 1
Garage/Closed parking – 2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;

- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the

Common Areas; and 2)

_____ garage(s)/closed parking(s) as provided in the Agreement.

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

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may 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.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is 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 increase 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.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since

the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- (iv) It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- (v) It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely SUNS RAYS PLACE 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.
- (vi) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. The Allottee has paid a sum of Rs_____, (Rupees only) as booking amount being part payment towards the Total Price of the

[Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the 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 in schedule C through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' MAA MANSHA BUILDERS AND DEVELOPERS' A/c. no.408620110000277 Bank of India , Belurmah Branch,Howrah, West Bengal – 711201, IFSC Code BKID0004086 payable at Howrah. Further on registration with RERA authority to such RERA account, if any as may be time to time intimated by the Promoter. The Owners and the promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of

this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment 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 under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. 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/APARTMENT

The Allottee has seen the propose layout plan ,specifications, Amenities and facilities of the designated apartment or apartments and accepted the floor plan, Payment Plan, layout plans [as per relevant schedule to this agreement annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE DESIGNATED APARTMENT

7.1 Schedule for possession of the said DESIGNATED APARTMENT: The Promoter agrees and understands that timely delivery of possession of the Apartment to the

allottee and the common areas of the building as per schedule E to the association of the allottees or component as the case may be is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the DESIGNATED APARTMENT on

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

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within

30 days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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 designated apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the designated apartment to the Allottees, it shall be the

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

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

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

Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, 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 [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the designated apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the designated apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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, said Land, Building and designated apartment and common areas;
- (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 created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement
/ arrangement with any person or party with respect to the said Land, including the Project and the said designated apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said designated apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the designated apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the designated apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the designated apartment.

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 flats consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the designated apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the designated apartment together with proportionate indivisible share in the

Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the designated apartment.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the designated apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the

SUNS RAYS PLACE, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the designated apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the designated apartment and keep the designated apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the designated apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] 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 designated apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

VERIFIABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. 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.

28. PLACE OF EXECUTION

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

29. 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:

_____ Name of Allottee

(Allottee Address)

M/s SURESH DAS Promoter

name

174,G.T.ROAD, BALLY, HOWRAH-711201)

It shall be the 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.

30. JOINTALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter

to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. GOVERNING LAW

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

32. 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.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____ (Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____ Name –Address _____

2. Signature _____ Name–Address _____

SCHEDULE 'A'

Part I

(SAID LAND)

ALL THAT pieces or parcels of land containing an area of 17 cottah 8 chittak 14 sqft more or less comprised in several Plots (Dag) in Mouza Bally IL. No. 14 under Police Station Nischinda, within Howrah Bally Ghoshpara Gram Panchayet , Post Office Ghoshpara, piin Code - 711227 in the District of Howrah as per details given below:

Dag Nos		Khatian No.	Total Area in Dag (in Decimal)	Area (in Katha)
R.S	L.R			
6903	23632	49638	7	7
6903	23632	8784	7	7
23639		16280	2.896	2.896

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

ON THE NORTH Sri Shubash Bhattachayrejee House
ON THE SOUTH Ghosh Para Post Office;
ON THE EAST By portions of DINANATH SCHOOL;
ON THE WEST 16.6" Panchayet Road

Part II

CHAIN OF TITLE:

The Said Land, being the pieces and parcels of land, containing an area of 3 kottah more or less comprised in several Plots (Dag) in Mouza Bally, J.L. No. 14 under Police Station Bally formally Nischinda, within wHowrah Bally Nischinda Panchayet , Post Office Ghosgpara, Pin Code - 711227 in the District of Howrah and have been purchased by the Owners vide Deed of Conveyances as detailed below. The Owners are the absolute Owners of and are seized and possessed of and otherwise well and sufficiently entitled to the Said Land detailed in Part I of Schedule A above.:

Part III

(DESIGNATED APARTMENT)

ALL THAT the flat being Unit containing a carpet area of_ Square feet more
No. or less alongwith Square feet more or less and a
balcony with a carpet area total built~up area of Unit (including
of _____

Balcony) of_ Square feet more or less on the_ floor of the Tower_____ of the
Project at the Project Land.

Part IV
(SPECIFICATIONS)

Suns Rays Place

Structure	RCC framed structure with pile foundation
Flooring	
Living / Dining	Vitrified tiles
Master Bed Room	Vitrified tiles
Other Rooms	Vitrified tiles
Kitchen	Vitrified tiles
Walls	Cement based Putty finish .
Floor	Vitrified tiles
Counter	Black Stone top over MS support
Sink	Single Bowl Stainless Steel
Dado	Ceramic tiles up to 2 ft height from counter top only
Bathrooms	
Dado	Ceramic tiles up to lintel height
Floor	Anti Skid Ceramic tiles

WC	Hindware/Parryware/Similar branded EWC with porcelain cistern
Wash basin	Hindware/Parryware/Similar branded porcelain wash basin
CP fitting	Local Standard ISI branded CP fittings with hot & cold mixing arrangement for shower only
Walls	
Internal	Cement based Putty finish over raw Concrete/ AAC / HCB walls [Not 'Pata' finish]
External	RCCWall
Windows	Glazed Aluminum window
Doors	
Main door	Polished flush door in front side and painted in back side
Other door	Painted flush door
Frames	Plywood with matching shutter finish.
Electrical	
Wiring	Concealed copper wiring
Switches	Modular Switches
Points	TV point in all rooms. Adequate electrical points for all bed rooms, Living/ Dining, kitchen & Toilets. Point for Washing Machine as per plan. Power in all Bedrooms & Living Room
Lift and Staircase	

Lifts	6 passenger lifts in each tower
Staircase	Main & fire escape stair case epoxy painted flooring (Rough Finish)
Lift jamb	Stone/ Granite tiles/ Ceramic tiles
Lobby floor	Vitrified/ceramic tiles; False ceiling in Ground Floor only
External Painting	Textured Paint over raw concrete surface
Other Facilities	CCTV covering driveways, entrance of towers and main entrance and exit gate of the complex
	Water availability through Bore well as per guideline stipulated by Local Ground Water Authority with iron removal facility

D1scla1mers

1 Surface Flatness/ linear dimensions of all tiles will be as per LS Standards. Hence allowable tolerance limits towards warpage, lippage etc. as per I.S codes shall be applicable.

2 Vitrified Tiles and Granite are heterogeneous materials containing veins, fissures and with tonal differences. Because of firing, slight

variation from the standard color is unavoidable for Vitrified Tiles. There will be color and markings caused by their complex mineral composition and incorporated impurities. As such, it is impossible to guarantee homogeneity.

Granite slabs are pre-polished before laying and care will be taken for their installation. However, granite being a hard material cannot be re-polished after installation. Hence, some imperfections may be seen at the joints. Although the vitrified and granite tiles/slabs are cut and produced by available standards of workmanship and

machinery, the surfaces of these materials are not perfectly straight or flat and it is not always possible to avoid the resultant gaps/voids formed beneath the vitrified and granite tiles/slabs after installation. The tonality and pattern of vitrified or granite selected and installed shall be subject to availability.

- 3 Dimensions shown in the brochure are all 'structural dimensions' and not 'finished dimensions'. The carpet area has been calculated based on structural dimensions only.
- 4 As the wall finishes are 'putty finish over raw surface' and Not Pata Finish, minor flaws relating to edge finish, undulation etc. may be present. Hence 'anything which can be rectified during painting work, should not be considered as defects'.
- 5 Warranty of equipment will be provided for manufacturing defects only and not for mishandling of equipment.
- 6 The Bathrooms/ Toilets are divided into two zones, i.e. dry zone & wet zone. In dry zone 'unidirectional' slopes are provided whereas in wet zone though every possible care shall be taken to ensure proper drainage of water, however due to inherent characteristics of tiles minor water accumulation may occur in certain pockets which should not be considered as defects.
- 7 The brand(s) and model(s) of equipment, sanitary wares, fittings, accessories and other appliances to be supplied by the Vendor may be changed subject to availability.
- 8 Whilst reasonable care has been taken in preparing the brochure and constructing the model and the sales gallery/show unit (SGSU), the Vendor and its agents shall not be held responsible for any inaccuracies in their contents or between the SGSU and the actual unit.
- 9 All statements, literature and depictions in the SGSU are not to be regarded as a statement or representations of the fact.
- 10 Visual representation such as layout plans, finishes, illustrations, pictures, photographs and drawings contained in the SGSU are artists' impressions only and not representation of fact. Such representations are for general guidance only and should not be relied upon as accurately describing any specific matter.
- 11 Throughout the execution of all items of work including flooring material, doors, aluminum etc., the relevant norms and standard of existing current Indian Standard Code shall be followed.

**FLOOR PLAN ANNEXED
SEPARATELY**

SCHEDULE C

Suns Rays Place Payment schedule

Application Money	100000.00	Simultaneously with Application being made
Booking Amount Less application Money	10%	within 7 of day of Application
On Agreement for Sale	10%	30 days
On Completion of Foundation of the Block	10%	30 days
On Completion of Casting of 1st, Floor Slab of the Block	15%	30 Days
On Completion of Casting of 2nd, Floor Slab of the Block	5%	30 Days
On Completion of Casting of 3 rd , Floor Slab of the Block	5%	30 Days
On Completion of Casting of 4 th , Floor Slab of the Block	5%	30 Days
On Completion of Casting of 5th Floor of the Block	10%	30 days
On Completion of 80% of the Flooring of the Block	10%	30 days
On Completion of 80% of the windows of the Block	10%	30 days
On filing Application for occupancy certificate of the Block	5%	30 days
On Obtaining Occupancy Certificate of the Block from the authorities	5%	30 days

Maintenance Deposit of Rs. 10/- per sqft with applicable GST on Built Up Area will be payable on account of Advance Maintenance charges and Rs. 10/- per sqft on Built Up area on account of Sinking Fund at the time of offering of apartment for Possession.

SCHEDULED

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **"this agreement"** shall mean the Agreement and Schedules all read together.
 - b. **"Cancellation Charges"** shall collectively mean and include the Booking Amount, accrued interest on unpaid consideration, Orokerage (at actuals), if any, paid to the Real Estate Agents/Channel Partners/Brokers. administrative charges as per extant policy of the Promoter and Stamp Duty and registration Fee payable on the Deed of Cancellation to be executed and registered.
 - c. **"Co-owners"** shall insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter and insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
 - d. **"sanctioned plan"** shall mean the plan sanctioned by the Bally Nischinda Gram Panchayet vide _____ dated ___ and include additions/alterations made thereto subject to compliance of the Act.
 - e. **"other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the Project Land or the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
 - f. **"scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
 - g. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - h. **"Common Purposes"** shall mean 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 (more fully described in Schedule 'E') 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 Units exclusively and the Common Areas in common
1. **"Phases"** shall mean the first phase comprising of the Project and such phases in future if and at the sole discretion of the Promoter developed by it at the said Land.

- J. "Gender": words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - k. "Number": words importing singular number shall according to the context mean and construe the plural number and vice versa
2. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
 3. The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
 4. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
 5. The sanctioned plan relates to the Project which shall be developed by the Promoter.
 6. This agreement is in respect of the Project:
 - a. The said Project shall contain certain Common Areas, Facilities and Amenities which shall be completed with Sun's Rays Place as specified in Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Project, and other persons permitted by the Promoter. The Project shall also contain certain Common Areas, Facilities and Amenities 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. The Project may contain certain joint common areas 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. 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.
 - a. The Project contains open and covered parking multi level spaces as per sanctioned plans ("Car Parking Areas"), which are not forming part of the amenities and facilities mentioned in Schedule E hereunder written and which can be used for parking "Open/Covered Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to identify the use of parking spaces by the Allottees in these Open/Covered Parking Areas exclusively to the Allottees who need the same and apply for the same. The Allottee agrees and undertakes not to raise any dispute or objection in respect of identification of parking made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.
 - b. In case the Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule E, the Promoter shall take consent of the Allottee

at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

- c. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Baruipur Panchayet Samity and /or any other competent authority as applicable and upon complying with the applicable provisions of the Act and/or Rules.
 - d. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- (b) Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- i. A non refundable sum of Rs. 10/- per square feet towards Sinking Fund.
 11. The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. 10/- per square feet.
 - n1. Goods and Services Tax if applicable on the above.
 - iv. The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association of Allottees by the Promoter.
 - v. The Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
7. The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
 8. Fittings & Fixtures: Except those provided by the Promoter, all fittings to be put-up, erected and installed at or inside the Designated 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 fitting 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 Ballynischinda Gram Panchayet, National Building Code and Fire rules and orders 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 fitting 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 Designated 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 fitout or other activity.

9. The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities morefully mentioned in the Part IV of Schedule A and Schedule E hereto.
10. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of const1uction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or distmbance in his using and enjoying the Designated Apattment and/or the Common Areas).
11. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific pe1formance of the contract and/or damages for any default of the other party.
12. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and ifthe laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
13. The ownership and enjoyment of the Designated Apartment by the Aliottee shall be Subject to the observance, fulfilment and perfonnance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule 'G' hereto.
14. The Allottee may only after a period of 12 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.150/- per square feet of Built up Area of the Apa1tment (excluding Otl1er Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to tbe Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the tenns conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and perfonned by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs.150/- per square feet of Built up Area of the Apartment mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners 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 Owners 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 twelve months from the date of execution hereof nor to let out, sell, transfer or pait with possession of the Designated Apartment at any time until all the amounts, charges, outgoings, and dues payable by the Allottee to the Promoter in respect of the Designated Aparbment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter. The nominee of the Allottee shall be responsible for all outstanding CAM charges, property taxes and other dues in respect ofthe Designated Apartment.

15. In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay the entire applicable taxes on the Total Consideration amount, Stamp Duty, Registration Fees and other Fees, Taxes and Charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the registration of this Agreement for Sale and the Deed of Sale for the said Unit, including those applicable/prevaling at the time of registration of the Agreement and/or Deed of Sale and Cancellation Agreement.
16. The Allottee accepts and acknowledges that although the Registering Authority is charging Stamp Duty and Registration Fee on this Agreement for Sale and the ensuing Deed of Sale on super built up area basis, the Allottee shall further be liable for and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay the pro rata share of the Allottee of the entire applicable Stamp Duty and Registration Fee for the conveyance that may be executed and registered in favour of the Association of Owners of Apartments in Sun's Rays Place in respect of the Conveyance of the Common Areas of Sunrise Meadows.
17. Notwithstanding anything to the contrary contained anywhere in this agreement, any payment made by the Allottee (irrespective of any instruction issued by the Allottee) shall be applied at the sole discretion of the Promoter and shall at the first instance be applied towards payment of Interest and TDS interest as ascertained by the Promoter as being due and payable by the Allottee and the balance, if any, shall thereafter be applied towards adjustment of defaulted/delayed payments due from the Allottee as ascertained and deemed fit by the Promoter. The Allottee hereby authorize(s) and empower(s) the Promoter to adjust the payments made by the Allottee in the manner aforesaid and the Allottee hereby undertakes not to either object to such adjustment as aforesaid or dispute the same.
18. In the event of payment being made on behalf of the Allottee by a Third Party, the Promoter shall not be liable or responsible in any manner to such Third Party and such Third Party shall not derive any right or interest in the Application or the Provisional Allotment, The Promoter, irrespective of payment having been made by a Third Party, shall issue a receipt for such payment in the name of the Allottee only and no receipt shall in any event be issued in the name of such Third Party. Receipt of payment by the Promoter from such Third Party shall not constitute any agreement or contract by or between the Promoter and the Third Party.
19. The show/model unit at the Project site is for demonstration purposes only and the exhibition thereof is in no way a representation by the Promoter that the said Unit shall contain any of the fittings, fixtures, furnitures or interior work contained therein. The said Unit shall be constructed as per the Specifications contained in Part IV of Schedule A contained herein. The Allottee also understands and acknowledges that in the event that such fittings or fixtures as available in the show/model unit are provided they may differ in colour shade shape and appearance from those provided in the show/model unit at the site,
20. In the event of the Allottee obtaining a financial assistance and/or loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of such bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, **SUBJECT HOWEVER** to the Promoter being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
21. Notwithstanding anything contained herein, by the execution of this Agreement, the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge over and in respect of "Project Land" and/or the Building and/or any part or portion thereof in

favour of any bank and/or financial institution to obtain construction finance provided that no such mortgage, security, charge shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the "Project Land" and/or the Building for unsold Units only, and no separate consent of the Allottee shall be required for the said purpose.

22. In the event any change in the Specifications is necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in Part IV of Schedule A herein.
23. In the event of the Allottee obtaining any financial assistance and/or loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER to the Promoter being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
24. In the event of termination of this Agreement due to any reason/ground whatsoever or howsoever, the Promoter shall without prejudice to its other rights stipulated herein, the Promoter shall, after deducting the Cancellation Charges, refund to the Allottee or in the case of the Allottee having obtained a Home Loan in respect of the Designated Apartment refund to such Bank and/or Financial Institution the balance amounts, if any. Upon refund by the Promoter of the balance amounts to the Allottee or the Bank/Financial Institution as the case may be, the Allottee and/or the Bank/Financial Institution shall cease to have any further claim/right on the Designated Apartment and the charge/claim of the Bank/Financial Institution shall stand automatically released/cancelled/terminated for all intents and purposes and neither the Allottee nor the Bank/Financial Institution shall have any manner of claim demand or action against the Promoter and/or in respect of /over any part or portion of the Designated Apartment The Allottee (who has availed a Bank Loan) hereby irrevocably and unconditionally subrogate(s) his/her/their/its right to receive any amount from the Promoter upon cancellation in favour of the Bank/Financial Institution. Payment by the Promoter, in the event any sum is found due and payable by the Promoter, to the Bank/Financial Institution in case the Allottee has obtained a Loan or to the Allottee where no Bank Loan is involved shall amount to a complete and valid discharge by the Promoter of its obligation to pay/refund any amount due to the Allottee.
25. The Promoter shall be entitled if so advised by the Architect and for protection and enhancement of the construction to alter the specifications provided herein either for the purpose of improvement or protection of the quality of construction or on account of the prevalence of Force Majeure conditions SUBJECT TO the fact that the changes if any shall be of materials and specifications equivalent to or higher than those provided herein.
26. The Possession date has been accepted by the Allottee. However, the Promoter reserves the right to complete the Construction and offer possession at an earlier date and thereby pre-poned the payment schedule and the Allottee confirms the same. The Allottee understands and accepts that the payment plan hereunder is a plan linked to progress of construction and not a time linked plan. In the event of the Allottee failing to take possession upon the same being offered by the Promoter, the

Promoter shall be entitled to raise upon and recover from the Allottee guarding charges at such rate as the promoter may fix from time to time. The Promoter shall also not be liable for any damage caused to the Designated Apartment as a result of non-use of the Designated Apartment by the Allottee failing to take possession when offered.

27. The Promoter shall not entertain any request for modification in the internal layouts of the Designated Apartment. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings/floorings on his/her/their own within the Unit booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
28. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Units in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
29. It is clarified that the defect liability as provided herein shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modification or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed

and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° centigrade and which do not amount to structure defects and hence cannot be attributed to either bad workmanship or structure defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

30. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.
31. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter)

taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

32. The right of the Allottee shall remain restricted to the Designated Apartment and the Allottee shall have no right over any other unit or apartment or car parking space or saleable space not belonging to defined Common Areas in the Project. The promoter shall at all material times be entitled to deal with all unsold and/or unallotted apartments, car parking spaces and unsold spaces at such consideration as the Promoter deems fit not forming part of the Common Areas at its own discretion without any objection from the Allottee and the Allottee accepts the same.
33. In case WBSEDCL/CESC/Any other Electricity Supply Authority as applicable fails to provide individual meter to the Allottees of the Designated Apartments or provide HT connection (Bulk supply) to the said Project then the Allottees shall make payment of Electric Consumption charges as per bills to be raised by the Promoter or the Association of Allottees upon formation as per consumption recorded in the electricity Sub- Meter to be provided by the Promoter and Association of Allottees upon formation as per the tariff applicable for procurement of such facility by the Promoter or the Association of Allottees upon formation as the case may be together with applicable charges for distribution of the electricity to individual inclusive of Electricity losses, if any and Allottees shall not raise any objection regarding the rate of charges for providing such services.

34. AREA:

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

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

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

Built-up Area: The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of such Unit/Balcony.

35. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the Built-up Area or any other parameter as may be specified in the West Bengal Apartment Ownership Act, 1972.
36. The Promoter shall obtain construction finance for construction of the Project by mortgaging the said Land and the construction and the Allottee hereby unconditionally provides its consent for the same. Provided

However That any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof and no liability shall attach to the Allottee in such respect. It is also clarified that the execution of the present agreement shall be taken to be a general consent by the Allottee to the Promoter obtaining Construction Finance by mortgaging the said Land and the construction thereon and no separate consent shall be required from the Allottee.

37. 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
38. Unless changed by the Promoter, Mr. Subir Basu of Kolkata shall be the Architect for the Project.
39. The Project shall bear the name "Sunrise Meadows" or such other name as be decided by the Promoter from time to time.. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
40. Mr. Narayan Sinha, owner of a plot of land adjacent to the SAID LAND has been granted a personal privilege and/or licence and/or right of way by the Developer over a common passage indicated in red ink in Plan B annexed to the Development Agreement on the terms and conditions contained in an Agreement dated
 --- - Such personal privilege and/or licence and/or right of way shall be a covenant running with the land.
41. The Allottee(s) accept and acknowledge that in the event of a sub-station being erected on the SAID LAND by the Electricity Provider (CESC/WBSEDCL) the Promoter may be required to transfer ownership of the portion of the SAID LAND on which the sub-station shall be erected by the Electricity Provider and the Allottee shall not object to the said transfer and hereby conveys his no-objection to the said transfer.

SCHEDULE E

(COMMON AREAS FACILITIES AND AMENITIES)

Club house amenities:

- AC Community Hall
- Common Bathroom

Outdoor amenities

Driveway

Project amenities

- Entrance
- Sub stations / or as suggested by Power Supply Company

General Common Areas Facilities and Amenities for Sunrise Meadows

1. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the Buildings.
- 2, The common basements, terraces. areas, open and covered driveway areas and common storage spaces.
2. The Project Site for the lodging of persons employed for the management of the Project Site and/or the Project including accommodation for watch and ward staffs or for the lodging of community service personnel.
3. Installations of central services such as electricity, water and sanitation, air-conditioning and incinerating, system for water conservation and treatment, and renewable energy.
4. The water tanks, pumps, motors, compressors, ducts and all apparatus connected with installations for common use.
5. Lift machine room, situate at a portion of the ultimate roof of the Buildings, as identified and designated by the Developer.
6. Electric transformer room with all equipment and facilities therein, situate at a portion of the ground floor of the Buildings, as identified and designated by the Developer.
7. Electric meter room situate at a portion of the ground floor of the Buildings, as identified and designated by the Developer.
8. Tube well and underground and overhead water reservoirs.

9. Common plumbing installations.
10. fire-fighting arrangements as per statutory norms.
11. Firefighting pumps and firefighting systems intended only for such of the areas and facilities as identified and designated by the Developer.
12. Plumbing, vertical stacks and shafts.
13. Sewage treatment plant with provision to recycle water for flushing and gardening
14. Rainwater harvesting
15. Water availability through bore well as per guidelines stipulated by Local Ground water authority with iron removal facility
16. Feeder cable, transformers, LT switches, meters and individual electrical meters.
17. Drainage and sewage system.
18. Boundary wall and gate.
19. CCTV covering driveways, Block entrance, Complex main entrance and exit gate
20. All other portions of the Project as necessary or convenient for its maintenance, safety, etc. and in common use, each as identified by the Vendor, but shall not include any area sanctioned and/or permitted for construction including under the Plan unless expressly authorized and/or agreed upon in writing by the Vendor.

EQUIPMENTS FOR COMMON SERVICES

- Pumps for UGR and STP
- Sewerage Treatment Plant (STP)

SCHEDULE G

(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated 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 Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. Allottee has **identified -- (135sqf.t.)** in the Car Parking Area for parking of his car as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, [1972 (the "Parking Facility"). The facility of such parking shall be subject to the following conditions. The facility of such parking shall be subject to the following conditions:~
 - (i) the Allottee shall not park any motor vehicle, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (ii) 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.
 - (iii) 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 whatsoever.
 - (iv) 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.
 - (v) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vi) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (vii) 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 nor the Owners liable in any manner whatsoever nor make any

claim whatsoever against the Promoter and/or the Owner.

- (viii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated *in* this agreement shall all be covenants running with the Parking Facility.
 - (ix) The Allottee as individual or as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 agrees and undertakes not to raise any dispute or objection in respect of identification of parking if any made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.
 - (x) Identification of open/covered car parking space as above is only for convenience and shall not be deemed to be a transfer by the Owners and the Developer of any exclusive right in the identified space and the Consideration payable by the Allottee for the Designated Apartment does not include within its price of such open/covered car parking space.
3. Unless the Parking Facility is expressly availed by the Allottee as above, 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.
4. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
 - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
 - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;

- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
 - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) not to sub-divide the Open Terrace in any manner.
5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
 6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
 7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

8. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. 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 Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated 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 Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situated or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
14. 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.
15. 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.

16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated 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 Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
17. to use the Common Areas only to the extent required for ingress to and egress from the Designated 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 Owners and the Promoter and all other persons entitled thereto,
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and 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 Designated 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 Designated Apartment.
20. 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.
21. 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 Designated Apartment and any other Unit in or portion of the Project.
22. 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.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project 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 Project Land.

24. to maintain at his own costs, the Designated 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, Bally Nischinda Gram Panchayet, 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 Designated 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.
25. Not to alter the outer elevation or facade 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 nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
28. Not to use the Designated 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.
29. To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall at all times also be entitled to put on, allow anyone 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, fayade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

- (ii) 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-rata subsidize meet the Common Expenses to that extent.

30. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (1) Property tax and/or Panchayat rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment 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.
- (ii) 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 Designated Apartment 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 Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof

- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss). In case the WDCDCUCESC/Any other Electric Supply Authority as applicable fails to provide individual meter to the Allottees of the Designated Apartments or provide HT connection to the said Project then the Allottees shall make payment of Electric Consumption charges as per bills to be raised by the Promoter or the Association of Allottees upon formation as per consumption recorded in the electricity Sub-Meter to be provided by the Promoter and Association of Allottees upon formation as per the rate applicable for procurement of such facility by the Promoter or the Association of Allottees upon formation as the case may be together with applicable charges inclusive of Electricity Losses for distribution of the electricity to individual and Allottees shall not raise any objection regarding the rate of charges for providing such services
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E hereunder written) 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.4 (Rupees four only) only per Square foot per month of the Built Up Area of the Designated Apartment for Common Area Maintenance. The said minimum rate is provisional and the final rate shall be firmed up at the time of handing over of the Designated Apartment based on actual cost of maintenance at the said time. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute

discretion after taking into consideration the common services provided.

- (vi) Allottee shall pay Sinking Fund @ Rs. 50/- per sq.ft. for Built Up Area of Designated Apartment and Maintenance Deposit @Rs. 50/- per sq.ft. of Built Up area of the Designated Apartment on or before handover of the Possession of the Designated Apartment to the Promoter or to the Association of Allottees upon its formation. If the said Sinking Fund and Maintenance Deposit are paid to the Promoter, then the Promoter shall handover the said amounts after adjusting any dues towards Maintenance Charge to the Association of Allottees upon its formation.
 - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- 01 All penalty, so, claim, interest costs, charges and expenses arising not of a, any delay default or, negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

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

Allottee or in the letter box earmarked for the Designated 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

The maintenance charges does not include any payment or contribution towards the 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, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and 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.

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

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

The Allottee shall be and remain responsible for and to indemnify the Owners, 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 Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners 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.

SCHEDULE H

COMMON EXPENSES

Common Expenses shall include the following ("Common Expenses"):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof(only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and

tackles, Club related equipment's etc., drains and electric cables and wires in and/or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed 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:** Panchayat and other rates, taxes and levies and all other outgoings in respect of the premises (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 including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
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
9. expenses.
10. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair,

replacement, renovation, overhaul, in respect of the Parking Spaces including charges for Annual Maintenance Contracts and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.