

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____(Month), 20____.

By and Between

PRABHA HIGHRISE LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at CD-35, Salt lake City , 1st Floor, Sector-1, Police Station and Post Office Bidhannagar North, Kolkata-700064 having LLPIN AAM-7559, PAN AAVFP9541N represented by its Designated Partner Mr. Harish Kumar Giria son of Mr. Lalit Kumar Giria residing at CD-35, Sector-I, Salt Lake City, Police Station and Post Office – Bidhannagar, Kolkata – 700064, having PAN AIRPG3901B represented by its Authorized Representative _____ (Aadhaar No. _____) son of _____ residing at _____ Post Office _____ Police Station _____ Kolkata- _____ (having PAN _____) authorized vide resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

(1) _____, son of _____ aged about _____ years, residing at _____, Police Station – _____, Post Office – _____, Kolkata- _____ (PAN _____), (2) _____, son of _____ aged about _____ years, residing at _____, Police Station – _____, Post Office – _____, Kolkata- _____ (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their and each of their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

(1) **LILYGOLD VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station - Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154282 and PAN AABCL8863G, (2) **DHANLABH DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154274 and PAN AADCD6063A, (3) **SUBHDHAN TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154285 and PAN AAOCS9103R, (4) **SUBHDATA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154284 and PAN AAOCS9104J, (5) **DHANRAKSHA TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154280 and PAN AADCD6064H, (6) **PUSHAPRATAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51509WB2010PTC154283 and PAN AAFCP7005E, (7) **TOPVIEW VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154286 and PAN AADCT6297N, (8) **GULSHAN MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154281 and PAN AADCG9929L and (9) **BRIJBHUMI TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154273 and PAN AAECB2990F all represented by their constituted attorney /Authorized Representative _____, son of _____ aged about _____ years, residing at _____, Police Station – _____, Post Office – _____, Kolkata- _____ (PAN _____) authorized vide resolution dated; hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and include their respective successors or successors-in-interest and assigns);

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

WHEREAS:

- A.** The Owners are the full and lawful owners of piece or parcel of land containing an area of 0.83 acre or 83 Satak more or less comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet, in the District of North 24 Parganas described in Part-I of Schedule A (hereinafter referred to as "**Project Land**") vide sale deed(s) and other chain of title as mentioned in Part-VI of Schedule A hereto. The Owners and the promoter have entered into a joint development agreement dated 4th May, 2019 between the Owners and the Promoter and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I CD Volume No. 1904-2019 Pages 237886 to 237974 Being No. 190405343 for the year 2019 (hereinafter referred to as "**Development Agreement**").
- B.** The Project Land is earmarked for the purpose of building primarily a residential project comprising of different types of several house buildings each with earmarked exclusive surrounding areas in a sub-plot and the said project shall be known as 'PRABHA AXOR' (hereinafter referred to as "**Project**").
- C.** 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 to Development of the Project Land on which Project is to be constructed have been completed.
- D.** The sanction of plan in respect of the house buildings and one club building has been sanctioned by the Rajarhat Panchayat Samity vide Approval Order No. 918 dated 2nd June, 2020.
- E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the house building from Rajarhat Panchayat Samity. The Developer has, under the said Development Agreement, exclusive rights to sell or otherwise Transfer the house buildings and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof. The Promoter agrees and undertakes that it shall not make any changes to any house building allotted to the Allottee hereto except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**") and other laws as applicable
- F.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata under registration number _____.
- G.** The Allottee had applied for a house building of Type ____ in the Project vide application No. _____ dated ____ and has been allotted house building no. ____ having a total aggregate carpet area of ____ square feet more or less including roof/terrace

and toilets etc., (excluding Balcony) (hereinafter referred to as "**Designated House Building**") and space for parking medium sized car And exclusive perpetual use of the demarcated portion admeasuring 2000 Square feet more or less (hereinafter referred to as "**Designated Plot**") out of the Project Land Together With pro rata share in the common areas as mentioned in Part-III of Schedule A hereto (hereinafter referred to as "**Common Areas**") (the Designated Building with the use of the Designated Plot and pro rata share in the Common Areas altogether collectively hereinafter referred to as "**Designated Property**"). The Designated Plot, the Designated House Building to be constructed on part thereof, the space for parking forming part thereof are all more particularly described in Part-II of Schedule A and the plan of the Designated House Building is annexed hereto and marked as Schedule B. The consideration payable by the Allottee in respect of the Designated Property is to be shared between the Owners and the Developer in the ratio agreed under the Development Agreement;

- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** Additional disclosures made/details provided by the Promoter to the Allottee:
- a. Inasmuch as the sanction in respect of several house buildings and club building has been granted on the basis of the Project Land as a whole, pro rata share in the Project Land attributable to each house building shall be conveyed to the Association of allottees of house buildings, but every allottee of a house building shall have the exclusive right to use of only a demarcated portion of land surrounding his house building and common rights of use of the Common Areas but shall not have any right of use or otherwise over the remaining portion of the Land including the other house buildings or plots surrounding the same nor can object to, interfere with or disturb the enjoyment or transfer of the remaining house buildings with the connected plots in any manner whatsoever or howsoever;
 - b. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the disclosures, details or terms affect the execution of the Project which is a complex comprising of different Types of several house buildings each with earmarked exclusive surrounding areas in a sub-plot and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the disclosures, details and additional/connected terms.
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this

Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated House Building including the parking and other appurtenances as specified in clause G above.

III NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:-

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated House Building Together With exclusive perpetual use of the Designated Plot And Together With pro rata share in the Common Areas.

1.2 The Total Price (excluding Goods & Service Tax) for the Designated Property and appurtenances based on the carpet area of the Designated House Building is Rs. _____/- (Rupees _____ Only) (hereinafter referred to as "the **Unit Price**"). In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and the Taxes (which all alongwith the Unit Price is hereinafter referred to as "**Total Price**"). The break-up and description of the Total Price is as follows:

	Rate of House building per square feet. * (Package Price)
House building No. ____ Floors: Ground, first, second and roof	Unit Price : Rs. _____/-
Exclusive balcony or verandah	No separate charges
Exclusive Open Terrace	No separate charges
Proportionate Common Area	No Separate Charges
Preferential Location Charges	Not applicable
Parking	Only within the Designated Sub-Plot and no Separate Charges

(a) Unit Price (in rupees) without Taxes	Rs. _____/-
a1) Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ___% on Rs. _____/- amounting to Rs. _____/-
(b) Other Charges	
b1) Extras as per clause 11.3.1	Rs. _____/-
b2) Other Extras	(As per clause 11.4)
b3) Taxes (The Goods and Service Tax and any other applicable tax on the Extras and Deposits mentioned in b1 above shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being 18% on Rs. _____/- amounting to Rs. _____/-
(c) Deposits	
c1) Towards advance maintenance deposit as per clause 11.2(a)	Rs. _____/-
c2) Towards Panchayat Tax as per clause 11.2(b)	Rs. _____/-
d) Total of Unit Price and Other Costs and Deposits as mentioned in Sl. No. b1, b2 and c1 and c2 but not including the amounts under Sl. No. b3 above	Rs. _____/-
e) Total Price as per Sl. No. d and Taxes as per Sl.No. a1 and b3 (but without affecting the liability of the Allottee to pay the amounts as per clause b2 above)	Rs. _____/-

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter in respect of the Designated Property and the Promoter shall receive such Total Price in terms of the Development Agreement;

- (ii) The '**Taxes**' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of GST, CGST or any other similar tax which may be levied, in connection with the construction of the Project by the Promoter,) up to the date of handing over of possession of the Designated Property to the Allottee or the date of execution of the sale deed in favour of the Allottee.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment of such amount within 30 days of the said 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 the dates from which such taxes have been imposed or have come into effect.
- (iv) The Total Price of Designated House Building includes the pro rata share in the Common Areas as provided in the Agreement.
- (v) The Total Price does not include those Other Extras whose figures have not been finalized yet including those mentioned in Clause 11.4 hereto and the same together with Taxes thereon shall be additionally payable by the Allottee.

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

1.4 The Allottee(s) shall make the payments as per the payment plan applicable for Installment Payment Plan set out in **PART-II** of **SCHEDULE C** (hereinafter referred to as "**Payment Plan**") read with clause 2.1 hereto.

1.5 The Promoter may allow, in its sole discretion, a rebate for the early payments of installments made by the Allottee by discounting such early payments at such rate as be mutually agreed between the parties only in respect of those installments which are mutually agreed in writing to be preponed with finalized discount figures. The provision, if any agreed to for allowing rebate and the rate of such rebate shall not be subject to any revision/withdrawal, once granted by the Promoter to the Allottee.

1.6 Except as disclosed to the Allottee in this Agreement (including in clause I recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and not change to inferior specifications and the nature of fixtures, fittings and amenities than as described herein in respect of the Designated House Building and Common Areas without the prior consent in writing of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations in the Designated House Building as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Designated House Building is complete and the Occupancy certificate* has been granted by the competent person or authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area may be recalculated if the carpet area mentioned herein varies as per confirmation by the Promoter. If there is reduction in the carpet area within the defined limit as per RERA Act, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Allottee shall pay the differential price for which the Promoter shall demand that from the Allottee in the next milestone of the Payment Plan of the applicable amount until then and thereafter the same shall be included in the next milestones as applicable. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis (i.e. the Total price divided by the carpet area of the Designated House Building).
- 1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees to and acknowledges that the right of the Allottee to the Designated Property shall be in the following manner:
- (i) The Allottee shall have exclusive ownership of the Designated House Building.
 - (ii) The Allottee shall also have undivided proportionate share in the Project Land and the other Common Areas as a member of the Association subject to the conditions and exceptions as mentioned in clause I(a) above. Except as regards the Designated Plot which shall be for exclusive use of the Allottee, since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owners, the other co-owners, occupants, maintenance staff etc., without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the Common Areas to the Association of allottees as provided under the Act.
 - (iii) The computation of the price of the Designated Property includes recovery of the price of the appertaining land, construction of not only the Designated Property but also proportionately the Common Areas, the internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, and includes the cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Designated Property and the Project as per **PART-VII** of **SCHEDULE A** hereto;

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated House Property along with ____ (____) parking and the Designated Plot containing the same 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 Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and except as disclosed to the Allottee as contemplated in clause 'I' above. It is clarified that Project's facilities and amenities as mentioned in **PART-IV** of **SCHEDULE A** hereto shall be available only for the use and enjoyment of the allottees of the Project.
- 1.10 It is understood by the Allottee that all areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoings which it has collected from the Allottee before transferring the physical possession of the Designated Property to the Allottee, for the payment of such outgoings (including land revenue, municipal or other local taxes, charges for water or electricity, maintenance charges) and shall also refund the mortgage loan (if taken by the Promoter) and interest on mortgages or other encumbrances and any other liabilities if payable to competent authorities, banks and financial institutions, which are related to the Designated Property and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Designated Property to the Allottee, 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.
- 1.12 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount plus further part payment towards the total Price of the Designated Property until or at the time of agreement the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Designated Property as detailed in the Payment Plan as and when the same is demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in the payment of any amount payable by him, he shall be liable to pay interest at the rate specified in the Rules. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee

cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of Prabha Highrise LLP – Escrow A/c payable at Kolkata. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she 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 and the Owners 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/agreement of the said house building 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/her payments in any other manner.

5. TIME IS OF ESSENCE:

Time is of essence to the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Designated Property to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement.

6. CONSTRUCTION OF THE PROJECT / DESIGNATED HOUSE BUILDING:

The Allottee has seen the specifications of the Designated Property and accepted the designated House Building and floor plans, payment plan, layout plan, Common Areas [all as per relevant Schedules and annexures of this Agreement]. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Panchayat rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE DESIGNATED PROPERTY:

7.1 Schedule for possession of the Designated Property-

The Promoter agrees and understands that timely delivery of possession of the Designated Property is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Designated Property within _____months with a grace period up to 6 months unless there is delay or failure due to war, flood, epidemic, pandemic, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project (hereinafter referred to as "**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 Property.

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/agreement within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and the Owner and that the Promoter and the Owner

shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession -The Promoter, upon obtaining the occupancy certificate from the competent authority or person in respect of the Designated House Building shall offer in writing the possession of the Designated House Building and the Designated 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 Designated House Building 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/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Designated House Building within 45 (forty-five) days of receiving the occupancy certificate* of the Designated House Building.

7.3 Failure of Allottee to take Possession of Designated House Building-

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated House Building and Designated Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Designated House Building and Designated Plot 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 properly maintain the Designated Property and pay maintenance charges and all taxes and outgoings relating to the Designated Property and for all damages to the Designated Property and/or other parts of the building.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Designated House Building to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation – The Promoter shall compensate the Allottee in case any loss is caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under

the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated House Building and the Designated Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Property, 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 Property.

8. **REPRESENTATIONS AND WARRANTIES MADE BY THE PROMOTER:-**

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

- (i) That the Owner has clear, absolute and marketable title with respect to the Project Land and that the Promoter has the requisite rights to carry out development upon the Project Land and that the Owner has absolute, actual, physical and legal possession of the Project Land to the Promoter having license to carry out the Project thereon;
- (ii) That the Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;
- (iii) That save and except the construction finance from M/s State Bank of India for construction of the Project by mortgaging the Project Land and the construction, there are no encumbrances upon the Designated House Building and appertaining share in Project Land or in the Project;
- (iv) That there are no litigations pending before any Court of law with respect to the Project Land, the Project or the Designated Property;
- (v) That all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated House Building are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Designated House Building and common areas;
- (vi) That 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) That save and except the said Development Agreement and transfer of other portions of the Project to other persons, the Owner/Promoter has not entered into any agreement for sale (which is subsisting at present) and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Property which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) That the Owner and the Promoter both confirm that they are not restricted in any manner whatsoever from selling the said Designated House Building to the Allottee in the manner contemplated under this Agreement;
- (ix) That at the time of execution of the Sale Deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated House Building and the Designated Plot to the Allottee and subsequently the Common Areas to the Association of allottees;
- (x) That the Schedule Property is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and that no minor has any right, title and claim over the Schedule Property;
- (xi) That 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 all other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the issuance of Occupancy certificate in respect of the Designated House Building and proportionate share (attributable to the Designated Property) thereof till the period mentioned in the intimation to the Allottee to take possession of the Designated Property along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of allottees when registered or the competent authority, as the case may be;
- (xii) That no notice from the Government or any other local body or authority or any 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 Project Land and/or the Project.
- (xiii) That the Project Land is not Waqf property.

9. EVENTS CONSTITUTING A 'DEFAULT' AND CONSEQUENCES THEREOF:

9.1 Subject to the *force Majeure* clause, the Promoter shall be considered to be under Default, in the following events:

- (i) Where the Promoter fails to provide ready to move in possession of the Designated House Building and the Designated Plot to the Allottee within the time period specified. For the purpose of this clause, the expression 'ready to move in possession' means that the designated house building is in a habitable condition and is complete in all respects as per specifications prescribed herein and occupancy certificate issued in respect thereof shall be conclusive proof of the same;

- (ii) Where the Promoter's business as a developer is discontinued on account of suspension or revocation of its registration under the provisions of the Act or under the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default committed by the Promoter under the conditions listed above, the Allottee shall be entitled to:-

- (i) Stop making further payments linked to the construction milestones to the 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 after that will the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;
- (ii) Terminate 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 Designated House Building, along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the notice for termination:

Provided that where the 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 the possession of the Designated Property.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard. In such a scenario, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules from the date of issue of such demand notice;
- (ii) In case the Allottee fails to register the Sale Deed or comply with any other condition mentioned in this Agreement despite having received a 30 (thirty) days prior notice in writing from the Promoter in respect thereof or in case any Default under the condition listed above continues for a period beyond two consecutive months after receiving notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Property in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this Agreement and the interest liabilities and of the Allottee with an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated

9.4 Notwithstanding any provisions to the contrary, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges

incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE DESIGNATED HOUSE BUILDING:

The Owner and the Promoter, on receipt of the entire amount of the Total Price and other charges in respect of the Designated Property under the Agreement from the Allottee, shall execute a Sale Deed and convey the title of the Designated House Building and the Owners shall join in the Deed to concur confirm and assure such sale and convey the proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy certificate:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and till payment of stamp duty and registration charges is made by the Allottee to the Promoter and on such Default the Allottee shall also be deemed to be under Default under Clause 7.3 and Clause 9.3 hereto. 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 authorities.

11. MAINTENANCE OF THE DESIGNATED HOUSE BUILDING / PROJECT:

- 11.1 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 allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Property.

- 11.2 **Deposits:** The Allottee shall pay and deposit and keep deposited the amounts on the following heads ("**Deposits**"):

- (a) The Allottee shall deposit and/or keep deposited with the Promoter/Maintenance In-charge a sum of Rs. _____/- towards Deposit, free of interest, to remain in deposit with the Promoter to meet therefrom, in the event of default by the Allottee, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Property.
- (b) The Allottee shall pay to the Promoter a deposit of Rs. _____/- towards Panchayat Tax as a provision for Panchayat Tax liability of the Allottee for a period of 1 (one) year from the Occupancy certificate being issued in respect of the Designated House Building.

11.3 Other Costs: As part of the Total Price but in addition to the Total Price, Taxes and Deposits, the Allottee shall also pay to the Promoter the following amounts ("Other Costs"):

11.3.1 Extras:

- (a) For electric connection to the said Building for the payment made to WBSEDCL for providing HT/LT line, expenses for cabling, ancillary equipment being a sum of Rs. _____/-
- (b) One-time payment of the costs, charges and expenses for Generator being a sum of Rs. _____/-
- (c) One-time payment of the costs, charges and expenses for Common Community Centre being a sum of Rs. _____/-.
- (d) One-time payment for installation of elevator in the Designated House Building being a sum of Rs. _____/-
- (e) Goods and Service Tax on the above amounts.

11.4 Other Extras: The following Additional Costs/amounts which shall be payable by the Allottee additionally:-

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Property (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.
- (b) Fees and expenses, if any, payable to the any Authority towards Sale or Transfer Permission fees.
- (c) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/ directives/ guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (d) Security Deposit and other expenses as may be required by the WBSEDCL Limited or any other electricity provider for individual meter in respect of the Designated Property directly with the WBSEDCL or such other provider and

proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.

- (e) Stamp Duty and Registration Charges and all other applicable charges in respect of this Agreement and/or any future contracts in pursuance hereof and also the Sale Deed to be executed in pursuance hereof.
 - (f) Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds, which shall be paid by the Allottee to the Promoter.
 - (g) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- 11.5 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 Maintenance In-charge by the Promoter
- 11.6 None of the amounts of Other Charges and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms hereof. The Deposits paid to the Promoter shall be held by the Promoter as interest free security deposits 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 by the Promoter.
- 11.7 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Property and within 30 days of receiving Intimation for possession from the Promoter.
- 11.7.1 In case due to any reason, the rate of interest as specified in the Rules cannot be applied then the interest shall be payable @15% per annum.
- 11.8 **Maintenance In-charge:**
- (a) **Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as "**Association**") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.
 - (b) **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (hereinafter referred to as "**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-owners and the collection and disbursement of the Common Expenses and dealing with matters to common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective designated house building

exclusively and the Common Areas in common (hereinafter referred to as "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

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

11.9 **Common Areas Related:**

- (a) The Project shall contain certain Common Areas as specified in Part-III of Schedule A hereunder written and which the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter and other Co-owners of the said Project and other persons as may be 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.
- (b) The Owner/Promoter shall convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise require 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. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution of the Sale Deed in respect of the Designated House Building in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs required in order to implement such transactions shall be borne and paid by the Allottee.

11.10 **Property Related:**

- (a) **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Property including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. The Allottee shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules 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 part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the Designated Property. The Allottee shall be responsible for all consequences, including the 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 the fit out(s) or other activity.

- (b) **Transfers by Allottee:** 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 @5% (five percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Property is purchased by the nominee, whichever be higher, in advance to the 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 Property subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @5% mentioned in this clause in respect of the Designated Property 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 Owner or the Promoter or to which the Owner 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 part with possession of the Designated Property at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Property are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.
- (c) **Area Calculations:**
- (i) **Carpet Area of floors:** The carpet area for each floor shall mean the net usable floor area of each floor and the net usable area of the balcony, terrace, excluding the area covered by the external walls of the floor, areas under services shafts but includes the area covered by internal partition walls of the floor.
 - (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/ies at the /Designated House Building.
 - (iii) **Roof/Terrace Area:** The net usable area of the exclusive open terrace at the Designated House Building.
 - (iv) **Built-up Area:** The built-up area for the Designated House Building shall mean the Carpet Area of each floor therein and Balcony, Roof/Terrace Area, staircase, landing, lobby on each floor and the area covered by all external walls of the such floor /Balcony. The built-up area of the Roof/Terrace includes the Roof/Terrace Area and the thickness of the parapet walls thereof.
 - (v) **Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum

total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.

11.11 **Housing Loan by Allottee :** In case the Allottee, with the prior consent in writing of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event shall the Promoter assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

11.12 **Common Community Centre Related:**

- (a) **Users:** The Allottee shall have the right to use Common Community Centre facilities in the Project in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- (b) **Facilities:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. A list of the proposed facilities, as per current planning, of the Common Community Centre has been provided **PART-IV of Schedule A** hereto. However, notwithstanding anything contained in **PART-IV** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Common Community Centre and the same may also from time to time be varied at the sole discretion of the Promoter and the conveniences, amenities and facilities of the Common Community Centre as decided by the Promoter and the same shall be final and binding on the Allottee.
- (c) **Common Community Centre Costs:** All costs and expenses for and relating to the Common Community Centre (including the cost of the Common Community Centre Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project. The Allottee agrees to pay monthly the fixed costs and charges in respect of the Common Community Centre as part of Taxes and Outgoings. On the Common Community Centre becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Common Community Centre for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Common Community Centre may be used by the Allottee alongwith family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires

to avail such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

- (d) **Commencement of Operation of the Common Community Centre:** The Promoter shall endeavor to get the Common Community Centre operational after the entirety of the Project is complete and made ready. The Allottee accepts and confirms that the date of completion of construction of the Designated House Building shall have no connection and correlation with the Common Community Centre becoming operational and that the Allottee shall not raise any claim or objection in this regard
- (e) **Administration of the Common Community Centre:** The Allottee agrees and confirms that the Common Community Centre (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency (hereinafter referred to as "**Manager**") for the management and administration of the Common Community Centre and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Common Community Centre Manager may or may not be the Maintenance Agency and the cost of such Common Community Centre Manager shall be part of the costs and expenses of running, management and administration of the Common Community Centre. The Association shall be given the responsibilities in respect of the Common Community Centre at such time and on such terms and conditions as the Promoter may deem fit and proper.

11.13 Overall Project Related:

- 11.3.1 Proper Receipts:** 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.
- 11.3.2 TDS:** 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.
- 11.3.3 Authority of Promoter:** 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.

- 11.3.4 Specifications:** The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-VII** of **SCHEDULE A** hereto.
- 11.3.5 Non Obstruction in Project:** The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the any House Building and/or Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Property and/or the Common Areas).
- 11.3.6 Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 75 (seventy-five) percent of the Co-owners (other than the Owner or the Promoter) taking possession of their respective house buildings in the Project and not before and the Allottee, in case it takes possession of the Designated Property 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.
- 11.3.7 Construction Finance:** The Promoter has taken construction finance for construction of the Project by mortgaging the Project Land and the construction **Provided However That** any such mortgage if it relates to the Designated Property 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.
- 11.3.8 Architect:** Unless changed by the Promoter, Messrs. Raj Agarwal & Associates of 8B Royd Street, First Floor, Kolkata-700016 shall be the Architects for the Project.
- 11.3.9 Advocates:** Unless changed by the Promoter, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.
- 11.3.10 Name:** The Project shall bear the name "Prabha Axor" in the design created by the Promoter or such other name or design as be decided by the Promoter from time to time.
- 11.3.11 Future Expansion Related:**
- (a) The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional

construction, addition or alteration that may be available at any time in future at or for the Project.

- (b) The Promoter may make further additions and alterations to the Building Plans without affecting the Designated House Building and Designated Plot or reducing the amenities and facilities mentioned in **Part-III** of **Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

11.14 HOUSE RULES: The ownership and enjoyment of the Designated Property and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as well as House Rules below (hereinafter referred to as "House Rules") which the Allottee shall be obliged and responsible to comply with strictly:-

- 11.14.1 to use the Designated Property 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 Property or any activity which may cause nuisance or annoyance to the Co-owners nor to store or bring upon the Designated Property any articles of combustible, inflammable, obnoxious, dangerous or hazardous nature or explosive or contraband materials.
- 11.14.2 No construction or addition or alteration of any nature shall be permitted on any part of the Designated House Building or the Designated Plot.
- 11.14.3 The Allottee shall not park any vehicle of any description anywhere within the Project save only within the Designated Plot.
- 11.14.4 The Allottee shall not divide or subdivide either floor wise or within any floor of the Designated House Building nor to divide the Designated Plot into more than one plot.
- 11.14.5 The Allottee shall not have any right to nor can grant transfer let out or part with possession of any part or portion of the Designated House Building or any floor thereof or of the Designated Plot to any person or persons. The Designated Property shall be one lot for all intents and purposes and cannot be sub-divided for any purpose. In case of any transfer or letting out by the Allottee the same shall be of the whole of the Designated House Building and the Designated Plot together and not in any parts or portions thereof.
- 11.14.6 The right of the Allottee to use of Roof/Terrace shall be subject to the following conditions:-
- 11.14.6.1** to use the Roof/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;

- 11.14.6.2** not to damage or modify or make any construction, addition or alteration on the Roof/Terrace nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond the height of the parapet;
- 11.14.6.3** not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Roof/Terrace nor to keep any dirt or filth thereat and/or any other part of the Designated Property and to ensure that the roof/terrace and all other parts of the Designated Property is properly maintained and kept clean and in good condition;
- 11.14.6.4** not display any signboard, hoarding or advertisement etc. on the parapet wall of the Roof/Terrace or at any place in the said Roof/Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;
- 11.14.6.5** not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;
- 11.14.6.6** not to store or allow any one to store any goods articles or things in the said Roof/Terrace;
- 11.14.6.7** not to 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;
- 11.14.6.8** not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Roof/Terrace and/or the Designated House Building and/or the Designated Plot and/or outside walls thereof
- 11.14.6.9** not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter
- 11.14.6.10** not to sub-divide the Roof/Terrace in any manner.

11.14.7 The right of the Allottee to use of lawn/garden spaces at the said Plot shall be subject to the following conditions:-:

- 11.14.7.1** to use the Lawn/garden space for the purpose only as open space for lawn/garden purpose only 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;
- 11.14.7.2** not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond a height of _____;
- 11.14.7.3** not to cut trees and to maintain all trees thereat in a proper manner;

- 11.14.7.4** not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Lawn/garden space nor to keep any dirt or filth thereat;
 - 11.14.7.5** not display any signboard, hoarding or advertisement etc. on the Lawn/Garden space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;
 - 11.14.7.6** not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;
 - 11.14.7.7** not to store or allow any one to store any goods articles or things in the said Lawn/garden space;
 - 11.14.7.8** not to 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;
 - 11.14.7.9** not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Lawn/garden space and/or the Designated House Building and/or the Designated Plot and/or outside walls thereof
 - 11.14.7.10** not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter
 - 11.14.7.11** not to sub-divide the Lawn/garden space in any manner.
- 11.14.8 The Allottee shall not make any addition or alteration to the boundary wall/fencing on any side of the Designated Plot nor to damage or disfigure the same and shall maintain the same in good and well repaired and neat and clean manner and comply with the following in connection therewith
- 11.14.8.1** not display any signboard, hoarding or advertisement etc. on the wall/fencing so as to be visible from outside nor to put any speaker, equipment or instrument so as to emit noise or light therefrom disturbing others;
 - 11.14.8.2** not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the walls/fencing.
 - 11.14.8.3** Not to change the outside colour scheme of the walls/fencing in any manner and to maintain and preserve the same in accordance with the colour scheme prescribed and changed from time to time by the Maintenance In-charge.
 - 11.14.8.4** not to put up or allow any dish antenna, tower, transmission towers or appliances thereon;
 - 11.14.8.5** not to jump over any wall or fencing or trespass into the other adjoining or other sub-plots or house building.

- 11.14.8.6** Not to claim exclusive rights over the common boundary/fencing between the Designated Plot and any adjoining Unit.
- 11.14.8.7** Not to change the location or size of the gates affixed to the boundary of the Designated Plot in any manner.
- 11.14.9 The water connection including overhead water tank and underground reservoir, electricity, drainage, sewerage, telephone, dish antenna and other utilities are all inter connected with a network of pipes, conduits, cables at the Project and shall be regulated by the Maintenance In-charge and the Allottee shall ensure that it complies with all common rules prescribed in respect of the same and shall not do any act, deed or thing whereby the pipes or conduits are clogged or damaged or whereby the cables are damaged or cut.
- 11.14.9.1** The Allottee shall not tamper or damage with the water mains, electrical mains, drainage and sewerage mains and other main junction boxes at the Designated House Building or the Designated Plot in any manner whatsoever and shall keep the same in well repaired and neat and clean condition and always ready for inspection and necessary repairs.
- 11.14.10 The use of the Common Areas including but not limited to the Community Centre Facilities 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 Community Centre Facilities) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owner or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Community Centre Facilities by the Allottee or his family members or any other person.
- 11.14.11 To strictly abide by and ensure that all residents, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas , waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes.
- 11.14.12 Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.14.13 Not to claim any access or user of any other portion of the Project except the Designated House Building and the Designated Plot and the common use of the Common Areas and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.14.14 Not to close or permit the closing of windows nor open any new or additional window or any other apparatus protruding outside the exterior of the Designated House Building or the Designated Plot nor to put or fix shades, awnings, window guards or

any temporary article to be hung from or placed outside the window of the Designated House Building or outside the Designated Plot.

- 11.14.15 Not to erect or install on the windows of the Designated Property or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Property nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated House Building.
- 11.14.16 To keep the Designated Property and every part thereof clean and hygienic and tidy and to keep all pipes drains basins sinks and water closets if any in the Designated Property clean and unblocked.
- 11.14.17 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 House Building or the Designated Plot save at the place as be approved or provided by the Maintenance-in-Charge nor to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Designated House Building or the Designated Plot or any part thereof any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottees to put a decent nameplate outside the main gate of at the entrance of the Designated Plot.
- 11.14.18 To apply for and obtain at his own costs separate assessment and mutation of the Designated Property in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.14.19 Not to partition or sub-divide the Designated Property nor to commit or permit to be committed any form of alteration or changes in the Designated Property or in the beams, columns, pillars of the Designated House Building or the Designated Plot 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 multiple sub plots or house buildings 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 Building/s at the Project or any part thereof.
- 11.14.20 Not to affix or install any further or additional electrical points otherwise than through competent electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the relevant authorities, if and as applicable, for approval.
- 11.14.21 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.14.22 not to install or keep or operate any generator in the Designated House Building or the Designated Plot or any part thereof or in any other common areas of the Project.

- 11.14.23 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 areas.
- 11.14.24 Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Designated House Building or the Designated Plot and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so
- 11.14.25 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 in any of the common portions of the Project unless accompanied.
- 11.14.26 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated House Building or the Designated Plot at all reasonable times for construction and completion of the House Building/s 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 Property within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- 11.14.27 to use the Common Areas only to the extent required for ingress to and egress from the Designated Property of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.14.28 Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the common pipelines and infrastructure provided by the Promoter inside the Designated Property in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the protection or prevention measures, to comply with and adhere the same and install and maintain all necessary system gadgets and equipment as required under such changed circumstance in the Designated Property.
- 11.14.29 To keep the Designated House Building or the Designated Plot free from all hazards relating to fire.
- 11.14.30 To keep the Designated Property under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Designated House Building and the Designated Plot.
- 11.14.31 to keep the Designated House Building and the Designated Plot and sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other sub plot or house building in the Project in good and substantial repair and condition.
- 11.14.32 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 sub plot or house property or any part of the Project or may cause any increase in the premia payable in respect thereof.

- 11.14.33 Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor.
- 11.14.34 not to commit or permit to be committed any alteration or changes in, or draw from outside the House Building/s at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Plot and any other sub plot or house building in or portion of the Project.
- 11.14.35 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.14.36 not do or cause to be done any act, deed, matter or thing whereby any rights of the Promoter or any other co-owners of the Project are or may be prejudicially affected, impaired or put to jeopardy;
- 11.14.37 Not to deface, mutilate, scratch, colour, write upon or otherwise spoil the walls or the Designated House Building or the Designated Plot or any part of the Project or any Common Areas including lift and not to affix posters or hang festoons, spit or spread dirt or do any other act which may affect the neatness or cleanliness of the Project.
- 11.14.38 Not to cover or damage the security cameras in any manner nor to do any act deed or thing which may affect the viewing or recording of camera output in any manner whatsoever
- 11.14.39 To keep the Designated Property insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Allottee may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
- 11.14.40 keep the common areas 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.
- 11.14.41 to maintain at his own costs, the Designated House Building and the Designated Plot 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, Patharghata Gram Panchayat, Panchayat Samity, other authorities, WBSEDCL, 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 Property as well as the user operation and maintenance of generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.14.42 not to alter the outer elevation or façade or colour scheme of the Designated House Building or the Designated Plot (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever nor decorate

the same 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.

11.14.43 not to use the Designated Property or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Co-owners.

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

- (i) Property Tax, land revenue, rates and taxes and water tax, if any, assessed on or in respect of the Designated Property directly to Patharghata Gram Panchayat or other appropriate authorities Provided That so long as the Designated Property is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter proportionate share of all such rates and taxes assessed on the Project Land.
- (ii) All other taxes, impositions, levies, duties, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings (including tube-well licence fee, drainage fee/tax) whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of the Designated Property or the House Building or the Project Land and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the Designated Property and proportionately in case the same relates to the House Building or the Project Land.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Property on the basis of the reading shown in the meter provided for the Designated Property or such minimum and other charges as demanded by the service provider and such charges shall be solely and exclusively paid by the Allottee directly to the WBSedcl within the due dates thereof.
- (iv) Operational costs and charges for enjoying and/or availing and consuming power from the common Generator to be installed and the same shall be payable to the Maintenance-in-Charge based on the reading shown in the meter provided for the Designated Property by the Promoter it being clarified that the Allottee shall be liable to pay such minimum monthly charges as may be decided by the Maintenance In-charge taking into account the load taken by the Allottee.
- (v) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Property against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Property, 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.
- (vi) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Property, wholly and if in common with the

other co-owners of the Project, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.

- (vii) Proportionate share of all Common Expenses to be paid 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. ____/- (**Rupees ____**) **only** per square foot per month of the Area for CAM mentioned in clause 11.10 (c) (v) above. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-in-Charge at its sole and absolute discretion after taking into consideration the common services provided and cost involved in the same. It is made clear that the said monthly maintenance charges does not include any payment or contribution towards the repair, replacement, reinstatement etc. of any common area equipment or installation and the Allottee undertakes and binds himself to pay proportionate share of all costs charges and expenses on account of such repair, replacement, reinstatement etc., as be demanded by the Maintenance-in-Charge from time to time.
 - (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy whether existing or as may be imposed or revised in future in respect of the Designated Property or in respect of any amounts and outgoings payable in respect of the Designated Property also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
 - (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 11.15.1 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 in the ground floor earmarked for the Designated Property 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
- 11.15.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the Liability Commencement Date .
- 11.15.3 The maintenance charges do not include any payment or contribution towards the Common Community Centre payable by the Allottee as per stipulations made elsewhere in this agreement therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to

use any or all of the Common Areas and any non user or non requirement in respect of any common area or installations shall not be claimed as a ground for the non payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges.

- 11.15.4 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the taxes and outgoings or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-Charge, interest at the rate of ____% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-Charge, shall be entitled to take all or any one or more of the following recourses, in any priority to (i) debar the Allottee and persons deriving rights through him from the benefits of use of the common facilities and the membership and use of the Common Community Centre shall be suspended (ii) disconnect the supply of electricity to the Designated Property, (iii) withhold and stop all other utilities and facilities (including generators, water, etc.,) to the Allottee and its agents, tenants or licensees and/or the Designated Property, (iv) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Designated Property, (v) carry out any required remedial measures in which event all costs and expenses incurred thereby together with penalty equivalent to 50% of such costs and expenses shall be paid by the Allottee to the Maintenance-in-Charge forthwith on demand and (v) the Allottee shall compensate and also indemnify the Promoter and all other affected persons and the Maintenance In-charge for all losses or damages that they may suffer or incur owing to such default of the Allottee.
- 11.15.5 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee.
- 11.15.6 The Allottee shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Project Land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 11.16 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Designated House Building and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Designated House Building on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated House Building shall commence on the date of expiry of the time stipulated in the notice as aforesaid (hereinafter referred to as "**Liability Commencement Date**"). Furthermore, with effect from

the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated House Building and remedies the concerned default and takes physical possession of the Designated House Building, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum of Rs. 30000/- per month towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.

- 11.17 **Waiver:** The unsold house buildings at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 2 years from the date of the Occupancy Certificate
- 11.18 Common Expenses (hereinafter referred to as "**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Project (except the House Buildings therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **PART-V** of **SCHEDULE A** hereto.
- 11.19 **Acknowledgments, Exceptions and Reservations:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-
- 11.19.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Common Areas by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 11.19.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owner, 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 owner/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 Common Areas. If any consideration, rent, hiring charges etc., is receivable from any such owner/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

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

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship in respect of the Designated House Building, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is and till the Promoter maintains the same is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of Occupancy certificate and/or partial occupancy certificate of the Designated House Building, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee any other allottees or association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee

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 House Building on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14. **RIGHT TO ENTER THE HOUSE BUILDING FOR REPAIRS:**

The Promoter/Maintenance In-charge/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, surrounding spaces at the Designated Plot, garages/covered parking 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 Property 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 or for inspection and requiring the Allottee to remedy any want of repair.

15. USAGE:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE HOUSE BUILDING:

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Designated Property 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 Designated Property, or the common areas including, common passages, corridors, circulation areas, community centre with all common installations (including lift, staircases etc., thereat) 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 Property and keep the Designated Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Designated House Building or anywhere on the exterior of the Designated Plot, Project, building/s therein or Common Areas. The Allottee 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 Property 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 Designated Property.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by 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 THE ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of a Designated Property 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 [Apartment/Plot], 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 Designated Plot after the occupancy certificate in respect of the Designated House Building in the Project has been issued by the competent authority(ies) except for as provided elsewhere in this agreement and/or in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

19.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Property and if any such mortgage or charge is made or created then notwithstanding any 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 Property.

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

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

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance with the various laws/regulations as applicable in the State of West Bengal to the extent applicable.

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 registering authority 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 registering authority 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, the allotment 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 (after forfeiture of a sum

of equivalent to 10% of the Total Price if cancelled within 2 years and 25% of the Total Price if cancelled thereafter) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever. The taxes and stamp duty, registration charges and documentation charges incurred or payable by the Allottee shall not be refundable to the Allottee and the same shall be the costs of the Allottee for which no claim shall be made against the Promoter by the Allottee.

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, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Property.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

If any provision of this Agreement is 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 unless the same are capable of being agreed upon by the Parties and/or consented to by the Allottee 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with the other allottee(s) in the Project, the same shall be equal to the proportion which the carpet area of the Designated House Building bears to the total carpet area of all the House buildings in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the 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 Kolkata and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar/ Registrar of Assurances/District Registrar (as the case may be). Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below :

Name of Allottee: _____

Allottee Address: _____

Email id of Allottee: _____

Promoter Name: - **PRABHA HIGHRISE LLP**

Promoter Address: CD-35, Salt lake City, 1st Floor, Sector-1, Police Station and Post Office Bidhannagar North, Kolkata-700064.

prabhaconnect@gmail.com (email id of Promoter with Attention to Mr. Sagar Kumar Giria)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id 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 and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out of 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 and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata and Barasat only.

34. The other terms and conditions as per the contractual understanding between the Parties have been incorporated in the Schedules hereto and 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.

SCHEDULE 'A' ABOVE REFERRED TO:

PART-I

PROJECT LAND

ALL THAT the piece or parcel of land containing an area of 83 satak or 0.83 acre more or less situate lying at and being divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 recorded in L.R. Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581 (as described below) in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet in the District of North 24 Parganas:

R.S. Dag	L.R. Dag and Khatian Number	Total Area in Dag	Area of Dag being subject matter of Project Land
Dag No. 462	Dag No. 462 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.53 acre	0.53 acre

Dag No. 463	Dag No. 463 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.45 acre	0.29 acre
Dag No. 465	Dag No. 465 recorded in Khatian Nos. 2575, 2576, 2577, 2578 and 2579.	0.01 acre	0.01 acre
		Total	0.83 acre

The Project Land is butted and bounded as follows:

- On the **North** : Partly by each of R.S. Dag Nos. 445 and 460;
 On the **South** : By R.S. Dag No. 2224;
 On the **East** : Partly by each of R.S. Dag Nos. 467, 461 and 460; and
 On the **West** : By 18 feet wide Public Road.

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

PART-II

1. **DESIGNATED HOUSE BUILDING: ALL THAT** the house building No. ____ having a ground floor, first floor, second floor and the roof/terrace over the second floor containing a total aggregate carpet area of ____ Square feet more or less (excluding Balcony) (as per table below) and a total built-up area (including Balcony) of ____ Square feet more or less (as per table below) on a demarcated portion of the Project at the Project Land.

Floor	Carpet Area of residential space	Carpet area of balcony	Total carpet area	Total Built-up area including staircase, lobby, landing
Ground	_____	_____	_____	_____
First	_____	_____	_____	_____
Second	_____	_____	_____	_____
Roof/ Terrace	_____	_____	_____	_____

2. **DESIGNATED PLOT: ALL THAT** the piece or parcel of land containing an area of ____ Square feet comprising of a demarcated portion of (i) ____ square feet in R.S. and L.R. Dag No. ____ and (ii) ____ square feet in R.S. and L.R. Dag No. ____ out of the Project Land and containing within it the Designated House Building, Parking Space and surrounding spaces.

3. **PARKING: ALL THAT** _____

PART-III

COMMON AREAS

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) Surveillance System in the entrance lobby of the Buildings at the Project and any other place if so provided by the Promoter.
- (iv) Intercom facility.
- (v) Underground water reservoir
- (vi) Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Municipal Water supply or Deep tube well for water supply.
- (viii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (ix) DG Set, its panels, accessories and wirings and space for installation of the same.
- (x) Community Hall , Gym, Games Room and other Club related construction and the constructions, fittings and fixtures with equipments.
- (xi) Boundary wall and gate and Security Gate House
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

PART-IV

COMMON COMMUNITY CENTRE

1. Gym with first time installation of equipments, air-conditioner and music system
2. Partly Hall
3. Swimming pool with kids pool
4. Family Entertainment Lounge
5. Indoor Games Lounge

PART-V

COMMON EXPENSES

- 1.1. **MAINTENANCE:** All costs and expenses of maintaining (including annual maintenance contracts), repairing, replacing, restoring, updating, upgrading, painting, repainting, fixing, decorating, renewing, cleaning, lighting etc., as may be required from time to

time, of the main structure and facade of the Common Areas, Building Management System, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Common Community Centre) etc., in the Project and any other area, installation or facility enjoyed or used by the Allottee in common with the Promoter and other Co-owners of the Project or serving more than one house building or sub-plot.

- 1.2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas, Building Management System, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Common Community Centre) etc., in the Project and any other area, installation or facility enjoyed or used by the Allottee in common with the Promoter and other co-owners of the Project or serving more than one house building or sub-plot and also the costs of repairing, renovating and replacing the same, including expenses on account of AMC (Annual Maintenance Contract) for all machines equipments and installations comprised in the Common Areas.
- 1.3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- 1.4. **MAINTENANCE-IN-CHARGE:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-in-Charge until handing over the same to the Association.
- 1.5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any house building or sub-plot).
- 1.6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual house building or sub-plot) and/or of the Common Areas and also for any other areas as the Maintenance-in-Charge may deem fit and proper for earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
- 1.7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 1.8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 1.9. **REPAIRS RENOVATIONS AND REFURBISHMENTS:** All expenses and costs and charges for regular repairs renovations and refurbishments from time to time of various installations and also the Project including expenditure of capital nature.
- 1.10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Maintenance-in-Charge for the common purposes and/or the Association.

PART-VI

CHAIN OF TITLE

A1. Re: R.S. and L.R. Dag No. 462 containing an area of 0.53 acre more or less:

- (i) One Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 53 satak or 0.53 acre more or less comprised in R.S. and L.R. Dag no. 462 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as "the **Dag 462 Property**".
- (ii) By a Sale Deed dated 1st March 1968 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume No. 38 Pages 1 to 3 Being No. 1708 for the year 1968, the said Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay for the consideration therein mentioned sold conveyed and transferred unto and to one Harendra Nath Baidya (since deceased) and Bhupendra Nath Baidya (also known as Bhupendra Baidya) the Dag 462 Property, absolutely and forever.
- (iii) Upon purchase as aforesaid the said Harendra Nath Baidya and Bhupendra Nath Baidya caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Dag 462 Property under L.R. Khatian Nos. 1887 and 1188 respectively.

A2. Re: R.S. and L.R. Dag No. 463 containing an area of 0.29 acre more or less:

- (i) One Radha Sardar, Kristo Sardar and Shib Bala Dasi were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 28.2 satak or 0.282 acre more or less comprised in R.S. and L.R. Dag no. 463 (corresponding to C.S. Dag No. 456 recorded in C.S. Khatian no.13) in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas.
- (ii) By a Sale Deed dated 2nd April 1976 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume 52 Pages 39 to 43 Being No. 2456 for the year 1976, the said Radha Sardar, Kristo Sardar and Shib Bala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to the said Harendra Nath Baidya and Bhupendra Nath Baidya the said 28.2 satak in Mouza Chakpachuria, absolutely and forever.
- (iii) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 0.80 satak or 0.0080 acre more or less comprised in R.S. and L.R. Dag No. 463 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North

24 Parganas. The said 28.2 satak and 0.80 satak aggregating to 29 satak in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas is hereinafter referred to as "the **Dag 463 Property**".

- A3. Re: R.S. and L.R. Dag No. 465 containing an area of 0.01 acre more or less:**
- (i) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also the recorded owners and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 1 Satak or 0.01 acre comprised in entire R.S. and L.R. Dag no. 465 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as "the **Dag 465 Property**".
- A4.** The Dag 462 Property, Dag 463 Property and Dag 465 Property are collectively referred to as the Project Land.
- A5.** The said Harendra Nath Baidya died intestate on 24th October 2004 leaving him surviving his wife, namely Kamini Baidya (also known as Kamini Bala Baidya), three sons namely Mahadeb Baidya (since deceased), Sahadeb Baidya and Sibnath Baidya (also known as Sibpada Baidya) and three daughters namely Lilabati Mondal, Sunita Mondal and Anita Mondal (also known as Rupali Mondal) as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the Project Land, absolutely and in equal shares.
- A6.** The said Mahadeb Baidya died intestate on 28th November 2008 leaving him surviving his wife namely Golapi Baidya, two sons namely Pallav Baidya and Anup Baidya and three daughters namely Bishakha Mondal, Bijli Gayan and Anjali Naskar as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the Project Land, absolutely and in equal shares.
- A7.** By virtue of the following 12 sale deeds all dated 2nd November 2010 and all registered with the District Sub-Registrar-II, North 24 Parganas the said Kamini Baidya, Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan, Anjali Naskar, Sahadeb Baidya, Shibnath Baidya, Lilabati Mondal, Sunita Mondal, Anita Mondal and Bhupendra Nath Baidya for the consideration therein respectively mentioned sold conveyed and transferred their entire part or share of and in the Project Land unto and to the Owners hereto, absolutely and forever
- (i) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1339 to 1361 Being No. 12702 for the year 2010, the said Kamini Bala Baidya sold to Pushapratn Suppliers Private Limited (the Owner No. 6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Project Land.

- (ii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1264 to 1288 Being No. 12699 for the year 2010, the said Sunita Mondal sold to Topview Vanijya Private Limited (the Owner No. 7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Project Land.
- (iii) Deed of Conveyance and registered in Book I Volume 44 Pages 1218 to 1241 Being No. 12697 for the year 2010, the said Anita Mondal sold to Topview Vanijya Private Limited (the Owner No. 7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Project Land.
- (iv) Deed of Conveyance and registered in Book I, CD Volume 44 Pages 1131 to 1154 Being No. 12693 for the year 2010, the said Lilabati Mondal sold to Gulshan Merchandise Private Limited (the Owner No. 8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Project Land.
- (v) Deed of Conveyance and registered in Book I Volume 44 Pages 1090 to 1111 Being No. 12691 for the year 2010, the said Sahadeb Badiya sold to Pushapratan Suppliers Private Limited (the Owner No. 6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Project Land.
- (vi) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1289 to 1312 Being No. 12700 for the year 2010, the said Sibnath Badiya sold to Gulshan Merchandise Private Limited (the Owner No. 8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Project Land.
- (vii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1313 to 1338 Being No. 12701 for the year 2010, the said Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan and Anjali Naskar sold to Brijbhumi Tradecom Private Limited (the Owner No. 9 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.08 satak in Dag 465 Property out of the Project Land.
- (viii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1197 to 1217 Being No. 12696 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdata Vincom Private Limited (the Owner No. 4 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Project Land.

- (ix) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1176 to 1196 Being No. 12695 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanlabh Dealtrade Private Limited (the Owner No. 2 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Project Land.
 - (x) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1155 to 1175 Being No. 12694 for the year 2010, the said Bhupendra Nath Baidya sold to Lilygold Vincom Private Limited (the Owner No. 1 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Project Land.
 - (xi) Deed of Conveyance and registered in Book I, CD Volume 44 Pages 1070 to 1089 Being No. 12690 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdhan Tradecom Private Limited (the Owner No. 3 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Project Land.
 - (xii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1242 to 1263 Being No. 12698 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanraksha Tradecom Private Limited (the Owner No. 5 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property, 2.9 satak in Dag 463 Property and 0.5 satak in Dag 465 Property out of the Project Land.
- A8. The Owners have caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Project Land and with Patharghata Gram Panchayat.
- A9. By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the Project Land and to transfer, amongst other properties, the Promoter's Allocation. Under the said Development Agreement it was further, inter alia, agreed between the Owners and the Promoter:-
- i. the Promoter would have the exclusive rights and authority to sell transfer and transfer the entire Project on the terms and conditions therein contained;
 - ii. the Owners agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Project and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.
 - iii. The realizations shall be shared between the Owners and the Promoter in the ratio as mentioned therein.

PART-VII

SPECIFICATIONS

A. FOR DESIGNATED HOUSE BUILDING :

1. **Floor:** Master bedroom: Wooden finish floor tiles.
Other Bedrooms: Verified tiles of reputed make.
Living/Dining rooms: Tiles of Italian finish.
Kitchen: Anti – skid tiles of reputed make.
Toilet: Anti- skid tiles of reputed make.
2. **Toilets:** Ceramic tiles of reputed make on the walls up to ceiling height. Hot & cold water points. Western style sanitary fittings of Jaguar/Kohler/Roca or equivalent make.
3. **Kitchen:** Granite platform with Dado tiles up to 2 feet height above the counter along with a stainless steel sink . Hot & Cold water points will be provided along with an exhaust fan.
4. **Door/Window:** Frame: Sal Wood
Shutter: Flush doors.
Main Door : Solid core flush door with teak wood finish. Brass & stainless steel hardware fittings of reputed make. Aluminum/UPVC windows will be provided. Glass railing will be provided in the balconies.
5. **Wall Finish:** Interior: All wall finished will be done with putty.
Exterior: The exterior façade will be painted with weather proof paint.
6. **Electric Points:** Every apartment will have an adequate number of electrical points and switches to accommodate all the necessary gadgets and equipment.
There is provision for split AC in all the rooms. Modular Switches of reputed make will be provided.
7. **Water Supply:** 24 hours uninterrupted supply of clean water which will be processed at a water treatment plant.
8. **Telephone:** Telephone, cable TV points in living & dining room.
9. **Cable TV:** Telephone wiring and points in every home enable external telecom service providers to bring voice and data services. All necessary cable TV wiring and points will be provided that allow residents to the scope of availing a host of DTH services.
10. **Security / Video:** CCTV Equipment, if any pertaining to security.
11. **Door Phone:** intercom and video door phone.

B. For Project

RCC framed structure with anti –termite treatment in foundation.

SCHEDULE 'B' - FLOOR PLAN OF THE DESIGNATED HOUSE BUILDING

SCHEDULE 'C'

PART-1

TOTAL PRICE

The Total Price (excluding Goods & Service Tax) for the Designated Property and appurtenances based on the carpet area of the Designated House Building is Rs. _____/- (Rupees _____ only). In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and the Taxes

PART-II

PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Payment Schedule / Milestone	Percentage	Amount in Rs. P.**	
1	At or before execution of this Agreement	10	Rs.	_____
2	Within 30 days of execution of this Agreement		Rs.	_____
3	Within 7 days of Completion of foundation of the Designated House Building	15	Rs.	_____
4	Within 7 days of Completion of Ground Floor roof casting of the Designated House Building	10	Rs.	_____
5	Within 7 days of Completion of First Floor roof casting of the Designated House Building	10	Rs.	_____
6	Within 7 days of Completion of Second Floor roof casting of the Designated House Building	15	Rs.	_____
7	Within 7 days of Completion of inside plaster of the Designated House Building	10	Rs.	_____
8	Within 7 days of Completion of outside plaster of the Designated House Building	10	Rs.	_____

9	Within 7 days of Completion of Tiles, Doors, Windows & Putty of the Designated House Building	10	Rs.	_____
10	Within 7 days of Completion of Completion of Electric Fittings	5	Rs.	_____
11	Within 30 days of receiving intimation from the Promoter to take possession of the Designated Apartment	5	Rs.	_____
	Total	100	Rs.	_____
	** plus applicable Taxes			

All Other Costs and Deposits shall be paid by the Allottee to the Promoter in terms of Clause 11.7 hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

(3) Signature _____

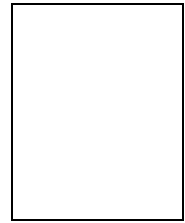
Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

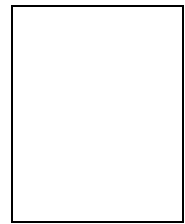
(1) Signature _____
Name _____
Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(2) Signature _____
Name _____
Address _____



At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

DATED THIS _____ DAY OF _____ 20____

BETWEEN

PRABHA HIGHRISE LLP

....PROMOTER

AND

_____ **& ANR.**

....ALLOTTEE

AND

LILYGOLD VINCOM PRIVATE LIMITED & ORS.

....OWNERS

AGREEMENT

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B, HARE STREET,

KOLKATA-700001