

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this ____ day of _____, 20 __, at Kolkata

BY AND AMONGST

ARUN PROPERTIES LLP (PAN AB DFA7973L), a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having its registered office at Premises No 24/1/1 Alipore Road, 3rd Floor, P.O. Alipore, P.S. Alipore, Kolkata – 700027, hereinafter referred to as the “**Owner**” duly represented by its Designated Partner/Authorised Signatory being **Ms. Lata Devi Bajoria (PAN ADJPB0962A) & (DPIN 00343829), widow of the Late Arun Kumar Bajoria, residing at 76, Garden Reach Road, Police Station: West Port Police Station, Post Office: South Eastern Railway, Kolkata- 700 043** vide board resolution dated 29.06.2021 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

AND

PRIMARC PROJECTS PRIVATE LIMITED (PAN: AADCP8058P), a company incorporated under the Companies Act, 1956, having its registered office at 6A Elgin Road, 2nd Floor, Post Office: Lala Lajpat Rai Sarani, Police Station: Bhawanipore, Kolkata – 700 020, West Bengal, duly represented by its Director/authorized signatory, **Ms. Suneeta Kar (PAN ACHPA1237E) D/O, Mr. Valiaveettil Abraham, residing at 8/2B, Alipore Park Road Alipore H.O. , Police Station: Alipore, Post Office: Alipore, Kolkata-700027**, vide board resolution dated 17.06.2021, hereinafter referred to as the “**Promoter**” (which expression shall, unless repugnant to the context, be deemed to mean and include its respective successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

_____ [PAN: _____], S/D/W of _____
residing at _____, hereinafter referred to as the “**Allottee**”
(which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

The Owner, the Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS :

- A. The Owner is the sole owner of and is absolutely seized and possessed of and/or sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3 Bighas 5 Cottahs 6 Chittacks 5 Sq. ft. (equivalent to 4389.44 square meter or 66 Cottahs) more or less **TOGETHER WITH** structures thereon situate lying at and being Premises No 13/1, Ballygunge Park Road, Kolkata-700019, P.S. Karaya (previously P.S. Ballygunge), District South 24-Parganas within Ward No 65 of the Kolkata Municipal Corporation, hereinafter referred to as the “**Said Premises**” shown in “**RED**” colour in the map/plan annexed hereto and marked as “**Annexure A**” and more fully and particularly described in **SCHEDULE 1** hereunder written. The ownership of and the freehold title to the Said Premises has devolved unto the Owner herein from its predecessors-in-interest in the manner more fully and particularly described in **SCHEDULE 6** hereunder written, which shall form an integral part of this Agreement.
- B. By a development agreement dated 19th August 2020 (“**Development Agreement**”), registered with the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, Volume No. 1901-2020, Pages 255848 to 255911, Being No. 190104882 for the year 2020, executed between the Owner and the Promoter, the Owner appointed the Promoter to develop the Said Premises and commercially exploit the same on the mutually agreed terms and conditions mentioned therein. In pursuance of the said Development Agreement, the Owner executed a Power of Attorney dated 12th February, 2021 (“**Power of Attorney**”) and registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2021, Pages 91033 to 91070, Being No. 190101347 for the year 2021 whereby the Owner authorized the Promoter *inter alia* to deal with the Said Premises for the purpose of the development of the same and on other terms and conditions mentioned therein.
- C. In terms of the Development Agreement, the said Premises is earmarked for the purpose of development of a residential project comprising of a single tower/building consisting of G+26 Floors (“**Building**”) comprising a single apartment on each floor of the Building and other common areas, parts, portions, facilities, amenities, utilities and installations proposed to be constructed within the Building and the said Premises (“**Project**”) by the Promoter.
- D. The Promoter, for that purpose has caused a building plan to be sanctioned by the Kolkata Municipal Corporation (“**KMC**”) vide building permit no 2021070003 dated 12.04.2021 (“**said Plan**”). Further, the KMC has granted permission for commencement of construction on 14.04.2021. Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- E. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to their right, title and interest in respect of the Said Premises and the Project proposed to be constructed thereat.
- F. The Promoter, for the purpose of development of the Project, has caused a building plan to be sanctioned by the KMC vide building permit no 2021070003 dated 12.04.2021 (“**Project Plan**”). The Promoter agrees and undertakes that it shall not make any changes to the Project Plan except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other laws as applicable.
- G. That though the West Bengal Real Estate (Regulation and Development) Rules has been notified on 27th July, 2021 in consonance to the Real Estate (Regulation and Development) Act. no Authority has been formed to govern the said Act and Rules and hence the Promoter is unable to register the said Project under the said Act. The Promoter shall register the said Project under the said Act as and when the said authority is formed.
- H. The Promoter has provided limited number of marked and numbered open parking areas within the Project in conformity with the Project Plan for the benefit of the allottees of the Project and such open Parking areas shall be treated as a part of the Common Areas (*defined hereinbelow*) of the Project. In terms of this Agreement, the Promoter has agreed to grant the exclusive right to park a vehicle in one of such open parking area (“**Open Parking Space**”) to the Allottee on a “FIRST COME FIRST SERVED” basis and with the sole objective of maintaining peace and harmony amongst the allottees. The Open Parking Space shall be reserved for use of Allottee herein to the exclusion of the other allottees in the Project and such right to exclusive use of the Allottee shall be an indefeasible, inseparable and a vested right running with the Unit (*defined hereinbelow*).
- I. The Allottee has applied for allotment of an apartment in the Project vide application No _____ dated _____ and has been allotted **ALL THAT** apartment No. _____ having carpet area of _____ Sq. ft., together with an exclusive balcony/Verandah having area of _____ square feet together with open terrace area, if any, having area of _____ square feet aggregating to a Net area of _____ square feet. appurtenant to the carpet area of the said apartment, altogether located at the _____ Floor of the Building in the Project named “THE RAMDULARI” **TOGETHER WITH** the right to use _____ (_____) numbers of _____ admeasuring _____ sq. feet, each, more or less, being no. _____, and located at the Building/Said Premises (hereinafter referred to and identified as the “**Parking Space**”) (hereinafter collectively referred to and identified as the “**Unit**”) **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations, more fully described under **SCHEDULE 3** hereto (“**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “**Apartment**” which is more fully described in **SCHEDULE 2** hereto) and the Unit is delineated in **RED** color on **MAP/PLAN** of the _____ floor of the Building annexed hereto and marked as “**Annexure B**” and the Parking Space(s) is/are delineated in **RED** color on the **MAP/PLAN** of the Building/Said Premises annexed hereto and marked as “**Annexure C**”.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed here.
- K. The Allottee has caused necessary due diligence and satisfied himself/itself about the rights, title and interest of the Owner and the Promoter in respect of the Said Premises and the Project proposed to be developed thereat and all legal incidents and matters in relation thereto and/or affecting the Project and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Building and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.
- L. 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.

M. 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.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owner hereby agree to sell and the Allottee hereby agrees to purchase the Apartment together with the Parking Space as specified in paragraph K;

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 and the Owner agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph K;

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____/- (Indian Rupees _____ only) (“**Total Price**”) as also mentioned in **Part - I** of **SCHEDULE 5** hereunder written, break up whereof is as follows:

Sl. No.	Description	Amount (In INR)
A.	Unit Price:	[Please specify total]
	a) Cost of Unit	Rs. _____/-
	b) Cost of Balcony area	Rs. _____/-
	c) Cost of Open Terrace areas	Rs. _____/-
	d) 2 Nos. of Basement Standard Parking	Rs. _____/-
	e) 1 Nos. of Basement Luxury Parking	Rs. _____/-
	Sub-Total	Rs. _____/-
B.	Other Charges:	
	(a) Proportionate share of installation of Transformer and electricity connection calculated @ Rs 165/-per sq. ft. of Unit Carpet Area **	(a) Rs. _____/- (Rupees _____ only)
	(b) Legal/documentation Charges per Unit. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals	(b) Rs. _____/- (Rupees _____ only)
	(c) Club Membership Charges @ Rs. 330/- per Sq. ft. of Unit Carpet Area.	(c) Rs. _____/- (Rupees _____ Only)
	(d) Proportionate share of costs, charges and expenses of Generator @ Rs. 30000/- per KVA for 45 KVA	(d) Rs. _____/- (Rupees _____ Only)
	Sub-Total	Rs. _____/-
C	Total GST	Rs. _____/-
	Total Price (A + B + C)	Rs. _____/-

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Unit mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs, charges and expenses for individual satellite cable TV connection as per actuals;
- (e) Interest Free Sinking Fund amounting to Rs 25,00,000/- per Unit at the time of notice of possession;
- (f) Interest free advance common area maintenance charges to be paid for 24 months as per prevailing rates at the time of notice of possession; *
- (g) Charges for Changes to be made as per Rule 25 of KMC Act and Rules, at actuals, if applicable on pro-rata basis;
- (h) AC/HVAC Charges, if provided by the Promoter, as per actual basis.

Notes:

**Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.*

*The above-mentioned Interest free Advance common area maintenance and Interest Free Sinking Fund shall be taken by the Promoter in the name of the interim body/Association and on its behalf, if such body formed by the time the payment is taken and if not formed, then in the name of the Promoter. The sinking fund **and Interest free Advance common area maintenance**, if taken by the Promoter in its own name, shall be transferred by the Promoter to the association of the Apartment owners upon its formation.*

*** Any extra cost over and above the rate mentioned above, if incurred by the Developer at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.*

**** Recurring Interest Free Sinking Fund shall be collected by the Association as and when majority of the members of Association agrees to collect the same.**

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment; Booking Amount shall be mean and/or a sum of Rs. _____/- (Indian Rupees _____ only) (being 10% of the Unit Price excluding GST.)

The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST, if any, as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession or the Deemed Date of possession of the Unit to the Allottee.

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

- (ii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iii) The Total Price of the Apartment includes: 1) pro rata share in the Common Areas; and 2) Parking Space as provided in the Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter

undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter/e-mail being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part II of SCHEDULE 5** (“**Payment Plan**”). The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a mutually agreed percentage to be decided and agreed by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment or Project, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall confirm the final carpet area of the Unit that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty-five) days from the date of final demand for possession, along with annual interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 (“**Rules**”) which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum calculated, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part II of **SCHEDULE 5**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7 Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall each have undivided 50% (Fifty percent) ownership in the Unit;
 - (ii) The Allottee shall also have the right to use undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter and Owner shall convey undivided proportionate title in the Common Areas to the Association of allottees as provided in the Act;
- 1.8 That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Unit but also the Common Areas, Parking Space, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the Apartment (including the Parking Space) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project, namely “The Ramdulari” shall not form a part of the declaration to be filed with the Competent Authority

in accordance with the West Bengal Apartment Ownership Act, 1972

- 1.9 The Promoter agrees to pay all outgoings till the obtainment of Occupancy Certificate and/or Completion Certificate and/or Partial Completion Certificate, which it has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10 The Allottee has paid a sum of Rs _____/- (Rupees _____ only) ("**Booking Amount**") as booking amount being part payment towards the Total Price of the Apartment the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum).

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/demand draft/ banker's cheque or online payment (as applicable) in favour of "**Primarc Projects Private Limited**" payable at Kolkata or in the manner mentioned in the said demand/email. The Allottee shall be liable to remit each instalment as mentioned in the Payment Schedule after deducting TDS as applicable. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of Rupees Five hundred only plus applicable taxes, for every such dishonour.

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/modifications) 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 Bank of India, the Allottee 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 with regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the Common Areas to the Association of allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan in SCHEDULE 5.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen and accepted the proposed layout plan of the Apartment and floor plan of the Unit as also shown in **Annexure-B** to the Agreement and specifications, amenities and facilities of the Apartment/Project as mentioned in the **SCHEDULE-4** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, 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 Kolkata Municipal Corporation Act, 1980 and shall not have an option to make any variation /alteration /modification in such plans or other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plan and specifications, assures to hand over possession of the Apartment on **31st December, 2025**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and any event or happening which is beyond the control of the Promoter affecting the regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (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 that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate or completion certificate, whichever be applicable, from the competent authority, within a maximum period of 15 (fifteen) days from the date of such certificate, shall issue a notice in writing ("**NOTICE OF POSSESSION**") by speed post/e-mail in favour of the Allottee calling upon the Allottee to take possession of the Unit within a maximum of 45 (forty five) days from the date of the said Notice by the Allottee (the "**POSSESSION DATE/ DEEMED DATE OF POSSESSION**").

Provided that the conveyance deed in favour of the Allottee shall be executed and registered by the Promoter and Owner, as the case may be (subject, however, to the Allottee making all payments as

mentioned in the Part II of Schedule-5 hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within 3 (three) months from the date of issue of occupancy/ completion certificate (or such other certificate by whatever name called issued by the competent authority) and the Allottee shall be bound to register the conveyance deed within the time stipulated above. 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, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.

- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving the Notice of Possession from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in “the Notice of Possession” as mentioned in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges, taxes as specified in para 7.2 and all other outgoings mentioned in this Agreement.
- 7.4 **Possession by the Allottee:** After obtaining the occupancy / completion certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project as provided in the Act.:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 **Compensation**

The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration, if any, under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 days including compensation in the manner as provided under the Act.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) for every month of delay, till the handing over of the possession of the Apartment and/or Deemed Date of Possession of the Apartment, whichever is earlier.

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

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

- (a) The Promoter has requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (c) There are no encumbrances upon the Said Premises or the Project. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the Said Premises and shall be at liberty to create further mortgages and/or charges in respect of the Said Premises or any part thereof, and the Allottee hereby consents to the same. provided however that at the time of execution of the Conveyance Deed, the Promoter assures to have the Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable as per the Payment Plan annexed hereto and complying with his other obligations herein, will be acquiring title to the Apartment free of all such mortgages and charges created by the Promoter.
- (d) There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Apartment;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises, Building and Unit and common areas;
- (f) 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;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Said Premises including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the conveyance deed the Promoter along with the Owner, if applicable, shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and along with the Owner, handover the Common Areas to the Association of the Allottees;
- (j) The Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Premises;
- (k) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been obtained and possession of the Apartment has been taken over and/or the Deemed Date of Possession of the Apartment, whichever is earlier;
- (l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Promoter in respect of the Said Premises

and/or the Project.;

- (m) That the Said Premises is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 (forty-five) days of receiving the termination notice:

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 (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) , for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings), despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate as may prescribed in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) on all unpaid amount from the date the amount is payable by the Allottee;
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the amount money paid to it by the Allottee by deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter along with the Owner, if applicable on receipt of the Total Price of the Apartment as per para 1.2 along with any other dues under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Unit together with right to use proportionate indivisible share in the Common Areas to the Allottee within 3 (three) months from the date of issuance of the completion/occupancy certificate

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the issuance of the completion certificate of the Project.

12. DEFECT LIABILITY

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/ maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking and parking spaces/ Basement and other 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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other

than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the Allottees for rendering maintenance services

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. 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 of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter has duly complied with and/or will comply with all such laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

- 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 as mentioned in **Part-II of Schedule- 5** hereunder mentioned including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter and the Owner, if applicable, 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 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar/ Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

Allottee:

Promoter:

PRIMARC PROJECTS PRIVATE LIMITED
6A Elgin Road, 2nd Floor,
Bhawanipore, Kolkata – 700 020

Owner:

ARUN PROPERTIES LLP
Premises No 24/1/1 Alipore Road, 3rd Floor,
Kolkata – 700027

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

34. ADDITIONAL TERMS: The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above:

34.1 In respect of clause 7.1, 7.5, 7.6, 9.2 and 9.3 of this Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be responsible/liable to approach the authorities concerned for refund of such GST.

34.2 In respect of clause 7.5 and 9.3 above of this Agreement:

- (a) The Allottee agrees that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall make such refund without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee. However, in the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above.
- (b) The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation. The Allottee further understands that on such cancellation, the amounts already paid towards Stamp Duty and registration fee of this Agreement for Sale is nonadjustable or non-refundable.
- (c) In the event the Allottee is unable to execute the said Cancellation Deed; the Promoter shall have the right to unilaterally execute and/or register the said Cancellation Deed and the Allottee shall not object to the same.

34.3 In respect of clause 8 of this Agreement, the Owner hereby represents and warrants to the Allottee as follows:

- (i) The Owner has the absolute, clear and marketable title with respect to the Said Premises;
- (ii) The Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Premises;
- (iii) The Owner has not received any notice from any authority for acquisition, requisition or vesting of the Said Premises or any part thereof and declare that the Said Premises is not affected by the scheme of any municipal authority or government or any other statutory body.
- (iv) The Owner does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.

- (v) The Owner has full authority and power to sell, convey and transfer the Said Premises in favour of the Association of allottees of the Project.

- (vi) No tax, rates, cess, royalty etc. in respect of the Said Premises or any part thereof is due to any authority or government.
- (vii) No person or persons have any right of pre-emption over and in respect of the Said Premises or any part thereof.
- (viii) The Owner is the sole and absolute owner of the Said Premises or any part thereof and the Said Premises or any part thereof is free from and against all and/or any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debentures, uses, rights, attachments, executions, liens, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the Said Premises or part thereof.
- (ix) The Owner shall hand over to the Association of allottees of the Project all original title deeds, writings, muniments and other evidences of title pertaining to the Said Premises in conformity with the provisions of the Act.

34.4 In respect of clause 10 of this Agreement, it is clarified that the conveyance deed shall be drafted by the Advocates of the Promoter.

34.5 The following clauses are to be read in continuation with Clause 11 hereinabove:

The cost of such maintenance as mentioned in clause 11 above from the date of the Allottee taking over physical possession and/or from the Deemed Possession Date, as mentioned in 7.2 above, whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Unit and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the association of allottee, as the case may be,

34.6 In respect of clause 12 of this Agreement, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 30 working days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in clause 12 of this Agreement and the Allottee shall not be entitled to any cost or compensation in respect thereof. Further, the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (wherever given) after the Allottee taking over possession of the Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c. If there are changes, modifications or alterations in doors, or other related items excluding those which the Allottee is not permitted to change then the Promoter will not take responsibility of door locks or door alignment or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Unit, executes interior work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- e. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained;
 - f. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;
 - g. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
 - h. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.
- 34.7 The Promoter shall not be liable to execute or cause to be executed any conveyance deed or other instruments or deliver possession of the Apartment in favour of the Allottee until such time the Allottee makes payment of all amounts (including all other charges) agreed and required to be paid hereunder by the Allottee AND the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then.
- 34.8 All liabilities owing to non-registration of the conveyance deed for the reasons solely attributable to the Allottee shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred or likely to be suffered or incurred by the Promoter.
- 34.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install and maintain its own glow sign/signage, hoardings and other display materials on any part or portion of the Common Areas without any fee or charge.
- 34.10 The Allottee has represented that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner; however, in the event of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, subject however to the Promoter receiving the entire mutually agreed consideration for sale and transfer of the Apartment in terms of this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.
- 34.11 Notwithstanding anything to the contrary contained herein, it is expressly agreed and understood by the Allottee that the said proportionate Undivided Share in the Common area of the Allottee thereto which is being conveyed/transferred to the Allottee is the 'right to use' the same. That at any time the Said Proportionate Undivided Share of the Allottee in the Common Areas and/or the land comprised in the Said Premises or any part thereof are required to be transferred to the Association/Maintenance Company etc., the Allottee shall do all acts, deeds and things and sign and execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees proportionately and/or the Association of Allottees (including the Allottee herein) and the Promoter shall not be liable therefor in any manner and the Allottee and the other allottees shall keep the Promoter fully indemnified with regard thereto. In the event of any delay, neglect or failure on the part of the Allottee in getting such transfer done

within the time required by the Promoter or the as may be required under the Act or Rules or Regulations or any other laws applicable from time to time, the Promoter shall and the Allottee hereby authorises and empowers the Promoter to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto as the deemed constituted attorney of the Allottee exclusively for such purposes.

- 34.12 The Allottee shall be and remain responsible for and indemnify the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the Said Premises 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-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 34.13 The rights of the Allottee is limited to ownership of the Unit and only have proportionate User Rights in the Common Areas of the Project to the extent required for beneficial use and enjoyment of the Apartment and the Allottee shall have no right nor shall raise any claim of ownership or of any right whatsoever or howsoever over and in respect of other apartments and spaces or constructed areas or parking spaces or balconies or terraces or of any component or constituent of the Common Area of the Project at the Said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 34.14 The Promoter shall assist the Allottee to obtain electricity meters with respect to his/her/its Unit from electricity supply agency. The Allottee shall be required to fill in the requisite forms and pay the applicable security deposit and charges to electricity supply agency. The Allottee shall pay the electricity bill pertaining to his/her/its Unit directly to electricity supply agency.
- 34.15 The Allottee shall within 3 (three) months of completion of sale that is from the date of registration of the Deed of Conveyance, apply for and obtain at his/her/its own costs separate assessment and mutation of the Apartment in the records of the Kolkata Municipal Corporation and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 34.16 The Project at the Said Premises shall bear the name “**THE RAMDULARI**” unless changed by the Promoter from time to time in its absolute discretion.
- 34.17 After Lock-in Period (*as defined below*) and before taking actual physical possession of the Apartment and execution and registration of the Conveyance Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained provided that the Allottee may transfer or alienate the Apartment or his rights under this Agreement by way of nomination with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter till then and not being in default in observance of his obligations under this Agreement provided however that the Allottee shall be liable for payment to the Promoter of a fee / charge calculated Rs.500/- (Rupees Five Hundred) per square feet on Carpet Area (plus applicable taxes) as and by way of nomination fees to the Promoter AND in case so required by the Promoter or the ultimate Allottee of the Apartment, the Allottee herein shall join and also cause all intervening nominees to join in the conveyance and other documents of transfer as confirming parties And Subject Nevertheless To the following terms and conditions:
- a. The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 months (“**Lock-in Period**”) from the date of this Agreement;

- b. The Promoter may grant its consent for such nomination transfer or alienation only upon being paid the fee /charge as aforesaid;
- c. Any such nomination assignment transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the Allottee to be observed, fulfilled and performed;
- d. The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/transferee;
- e. Under no circumstances, the Allottee shall be entitled to let out the Unit before possession of the Unit is delivered to the Allottee and Conveyance executed in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- f. All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its nominees.

It is clarified that any change in the control of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions. It is further clarified that inclusion of a new joint allottee or change of joint allottee shall be treated as nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee.

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

34.18 FORMATION OF ASSOCIATION OF ALLOTTEES

In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. There will be an association of the allottees of the Project formed in accordance with the Act and/or the West Bengal Apartment Ownership Act, 1972 along with the rules and bye-laws framed thereunder ("**Association**"). The maintenance of the Common Areas shall be handed over to the Association by the Promoter in conformity with the provisions of the West Bengal Apartment Ownership Act, 1972 and Rules and Bye-laws framed thereunder. The allottees shall be liable to comply with the formalities of becoming members of Association and also to comply with the rules and bye-laws of the Association. The Promoter, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association.
- b. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee shall simultaneously with execution of this Agreement, provide a Letter of Authority to the Promoter authorizing the Promoter to take necessary steps for formation of Association in respect of the Project, on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- c. Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that

the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

- d. The Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within and in such manner as prescribed under applicable laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- e. The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be treated as Sinking Fund/ Maintenance Deposit ("**Sinking Fund**"). The said Sinking Fund shall be used by the Association for the purpose of undertaking any major repairs, paintings, installations as may be required from time to time for the maintenance and upkeep of the said Project and the Common areas, Amenities and facilities thereto. The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the other allottees of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the allottees of the Project, inter alia, as a Sinking Fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- f. The Allottee further agrees that the Recurring Interest Free Sinking fund as mentioned in clause no 1.2 (e) (ii) hereinabove, Recurring Interest Free Sinking Fund shall be collected by the Association as and when majority of the members of Association agrees to collect the same. The said Recurring Interest Free Sinking Fund may be increased at such rates as may be decided by the Association after obtaining a minimum of 2/3rd majority of the Members of Association
- The said Recurring Interest Free Sinking Fund once collected will form a part of the Sinking Fund.
- g. The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards payment of the monthly common charges and expenses ("**Maintenance Charges**") from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- h. The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the

Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

- i. The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- j. The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make the payment of the proportionate share of the monthly Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the rights of the allottees in the Project.
- k. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- l. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- m. It has been agreed by the Parties that the Association of all the Allottees in the Project as and when the Project is completed in its entirety shall own all Common Areas of the Project together with all easement rights and appurtenances belonging thereto.
- n. Till such time the Association is formed and the maintenance of the Project is handed over to the Association, the Promoter shall look after the maintenance and for this purpose the Allottee shall pay to the Promoter 'Supervision Charges' calculated at the rate of 10% on total Maintenance Charges per month plus applicable taxes, for looking after the maintenance of the Project.

34.19 INTERIM MAINTENANCE PERIOD

In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. The Promoter, in order to ensure the benefit of the Project and the allottees, either on its own or through its nominated agency shall maintain and manage the Common Areas at the costs and expenses of the allottees but for a period not exceeding three (3) years from the date of obtaining the completion certificate for the Project ("**Interim Maintenance Period**"). The Allottee, will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period. It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part of the Promoter and despite its repeated persuasion for the formation of the Association, then, there shall be separate agreement between the Promoter and the allottee(s) containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.
- b. The maintenance and management of Common Areas by the Association will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's of Mechanical Car Parking, valet (if any), Municipal taxes (if any) etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

- c. The rules and bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- d. After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

34.20 CLUB FACILITIES

- a. The Promoter shall set up a club for use and enjoyment of the allottees in the Project on the Ground Floor and First Floor.
- b. The Developer further proposes to set up a Terrace Lounge on the ultimate roof/terrace named as “Protégé” which shall be accessible for adults (above 21 years) only. Children and any person below the age of 21 years shall be prohibited from entering the Protégé. The Multipurpose Lounge at Portege shall be chargeable (the charges to be decided at the time of handover) if booked for exclusive usage, and at all other times the same may be used by the Allottees at no extra charge.
- c. The Club as well as the “Protégé” will form part of the Common Areas of the Project and will be handed over to the Association in due course in terms of this Agreement.
- d. During the Interim Maintenance Period, the Club as well as the “Protégé” shall be managed by the Promoter either by itself or through its nominee.
- e. The Allottee shall be entitled to the facilities of the Club as well as the “Protégé” within the Project along with the other allottees of the Project, the Owner and the Promoter. The operational costs/charges of the Club as well as the “Protégé” shall form part of the common charges and expenses.
- f. The Allottee shall pay one-time non-refundable membership charges as mentioned under clause 1.2 of this Agreement at the time of handing over possession of the Apartment (“**Club Membership Charges**”).
- g. The rights and obligations of the Allottee as a member of the Club and the “Protégé” and the detailed terms and conditions of membership and rules and regulations governing use of the Club and the “Protégé” will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club and the “Protégé” are made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- h. The Allottee whether he /she uses the club and the “Protégé” or not, shall regularly pay the charges, subscription, if any etc. in respect of the Club and the “Protégé”, to the Promoter or the Association, as the case may be.
- i. If the Allottee bring guests to use the Club and the “Protégé”, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club and the “Protégé”.
- j. The Allottee hereby agrees and acknowledges that some of the facilities at the Club and the “Protégé” shall be available to the members of the Club and the “Protégé”, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- k. In this regard it is clarified that the Club and the “Protégé” shall be made operational only after the majority of the Allottee of the Apartments have moved into the Project and also only after the management of the Club and the “Protégé” and/or the Promoter getting suitable professional operator at a reasonable cost for operating such facilities.

- l. The Allottee understands and accepts that all the facilities of the Club and the “**Protégé**” may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. If, however, at the time of handing over possession of the Apartment to the Allottee, some of the Club and the “**Protégé**” facilities are made operational, then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay the amount then decided by the Promoter/Association.
- m. In case the Apartment is transferred by the Allottee, the membership of the Club and the “**Protégé**” will automatically stand transferred to the transferee of the Apartment and the transferor, approved/confirmed user by the said transferor will automatically cease to be member/additional member(s)/user of the Club and the “**Protégé**”.
- 34.21 The Allottee hereby expressly and unequivocally agrees to strictly observe and fulfil the rules, regulations and restrictions as described in the Schedule-7 hereunder written for the better use and enjoyment of the Apartment, and also for the better management and maintenance of the Building and the Project.
- 34.22 There shall be some services which shall be on free basis and/or some services shall be on chargeable basis which shall be decided by the Developer or Association in due course.

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

ARUN PROPERTIES LLP

Designated Partner/Authorised Signatory

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

PRIMARC PROJECTS PRIVATE LIMITED

Director/authorized signatory

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

(including joint allottees)

THE SCHEDULE-1 ABOVE REFERRED TO:
("Said Premises")

ALL THAT piece and parcel of land measuring 3 Bighas 5 Cottahs 6 Chittacks 5 Sq. ft. (equivalent to 4389.44 square meter or 66 cottahs) be the same a more or less Together With structures of more or less 1553 square meters equivalent to 16716 square feet be the same a little more or less standing thereon situate lying at and being Premises No. 13/1, Ballygunge Park Road being part of Holding Nos. 326 and 327 (previously No.88A and 94) P.S. Karaya (previously P.S. Ballygunge), District South 24-Parganas within Ward No. 65 of the Kolkata Municipal Corporation, Kolkata-700019 butted and bounded in the following manner:

On the North : By Ballygunge Park Road;
On the South : By Premises No. 29/3, 29/4 and 29/5 Ballygunge Park Road;
The East : By Premises 13/2 and 29/7 Ballygunge Park Road;
The West : By KMC Road, Ballygunge Park Road and Premises 5A, Ballygunge Park Road.

The Said Premises is delineated on the Plan appearing in **Annexure "A"** hereunder and bordered thereon in **RED** colour.

THE SCHEDULE-2 ABOVE REFERRED TO:
("Apartment")

ALL THAT Apartment No. _____ having carpet area of _____ Sq. ft, together with an exclusive balcony /Verandah having area of _____ square feet together with open terrace area, if any, having area of _____ square feet aggregating to a Net area of _____ square feet appurtenant to the carpet area of the said apartment, altogether located at the _____ Floor of the Building in the Project named "THE RAMDULARI" **TOGETHER WITH** the right to use _____ (_____) numbers of _____ admeasuring _____ sq. feet, each, more or less, being no. _____, _____ (_____) numbers of _____ admeasuring 135 sq. feet, each, more or less, being no. _____ & _____, respectively and located at the Building/Said Premises (hereinafter referred to and identified as the "**Parking Space**") (hereinafter collectively referred to and identified as the "**Unit**") **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations more fully ,described under **SCHEDULE 3** hereto ("**Common Areas**") in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the "**Apartment**" which is more fully described in **SCHEDULE 2** hereto) and the Unit is delineated in **RED** color on **MAP/PLAN** of the _____ floor of the Building annexed hereto and marked as "**Annexure B**" and the Parking Space(s) is/are delineated in **RED** color on the **MAP/PLAN** of the Building/Said Premises annexed hereto and marked as "**Annexure C**".

For the purpose of registration, the Built Up Area of the said Unit is 4700 sqft (built up area means carpet area plus Balcony if any plus Terrace if any with external walls of the said Unit and internal walls within the Unit).

THE SCHEDULE-3 ABOVE REFERRED TO
(Common Areas)

- a. Entire land comprised in the Said Premises described under Schedule-1.
- b. Multipurpose Hall with kitchen
- c. Ground floor reception Lobby & Foyer
- d. Drivers dormitory
- e. All other open areas at Ground Floor Level.
- f. Resident's club area at First Floor
- g. Landscaped Terrace & Lounge at 26th Floor (Protégé)
- h. Ultimate Roof Area
- i. All floor Lift shafts & Lift Lobbies
- j. All Common Staircases

- k. All floor Common Lobbies & Corridors
- l. Common Toilets at Ground, First & Terrace Floor
- m. Fire Refuge Platforms
- n. Ramps & Internal Driveways
- o. All services Shafts & Ducts like Basement ventilation shaft, pressurization shaft, Electrical & ELV shaft, PHE shaft, FDA, Wet Riser & Sprinkler shaft etc.
- p. All Tanks, Reservoirs & Pits
- q. All other Rooms & Areas for common services & facilities like Meter Rooms, Pump Rooms, Guard Room, Security Room, Fire Control Room, Facility Management Room, Driver's Room, Storage etc.
- r. All equipment, machineries & Pipe line installations for common use.

SCHEDULE-4 ABOVE REFERRED TO
(Specifications, Amenities and Facilities)

PART "A"
(Specifications)

1.	FOUNDATION	R.C. Foundation resting on cast-in-situ reinforced concrete bored piles
2.	SUPERSTRUCTURE	Earthquake resistant RCC Framed structure with Concrete/ Masonry Wall
3.	WALLS	
	(a) External walls	Reinforced cement concrete wall for residential floors; AAC/ Flyash/ Red Brick for Ground & First floor level.
	(b) Internal Walls	AAC Block/ Fly Ash Bricks/ Red Brick/ Concrete
4.	ULTIMATE ROOF	Reinforced concrete roof with appropriate water-proofing and Heat Reflective Paint
5.	FINISHES –	
(a)	WALL	
	(1) Wall- External façade	Weather proof premium exterior grade Paint in combination of stone/ Tiles cladding, Textured surface paint
	(2) Wall-Internal	
	(i) Residential units	POP punning/ Putty Finish
	(ii) Common Area – Main Lobbies & Corridor	POP punning/ Putty finish in combination of Stone/ Wooden/ Tiles cladding along with premium textured surface/ Acrylic emulsion paint at designated areas
	(iii) Common Area – Staircase, Services area/ Closed Carpark areas	POP punning/ Putty finished with paint
(b)	FLOOR	
	(1) Residential units	Bare Concrete finish
	(2) Exclusive Residential terraces	Wood Plastic Composite decking after appropriate water proofing along with Planters & Shrubs
	(3) Service Balcony	Vitrified Tiles / Stone /Wood Plastic Composite decking after appropriate water proofing along with Planters and Shrubs
	(4) Floor-Common Areas	
	(i) Ground Floor main entrance Lobby & Lift lobby	Imported Marble/High quality engineered stone with matching skirting and inlay works at designated areas
	(ii) Typical Floor Lift Lobby	Imported Marble/ stone/ with inlay works at designated areas
	(iii) Service lift lobby	Vitrified Tiles/ Stone
	(iv) Staircases	Kota stone/ Granite

6.	WINDOWS	UPVC/ Powder coated Aluminium section casement/ Sliding double glazed windows (with partially fixed and partially openable shutters and glazing of appropriate thickness
7.	DOORS	
	(i) Stair lobby & Main Entrance doors for Residential units	Fire Check Doors
8.	ELECTRICAL INSTALLATION	
	Residential Units	Single point power supply to individual units from CESC source through dedicated substation.
9.	WATER PROOFING	Water proofing for Toilet zone., Planter Boxes, Open Terraces and Ultimate Roof
10.	AIR CONDITIONING	Exclusive Ac ledges will be provided for Individual Residential Units
11.	FIRE SUPPRESSION & DETECTION	Provision of adequate firefighting system as per WBFES recommendation with portable extinguishers, wet risers and sprinklers. Dedicated fire tank & pumps for the project. Fire detection and public address system as per WBFES requirements. Evacuation points and refuge platforms for human safety
12.	ELEVATORS	High Speed Automatic Elevators with premium quality interior finish
13.	POWER & BACKUP	24 x7 power supply with 100 % DG back up considering VRV system
14.	SAFETY & SECURITY	24x7 vigilance facility with CCTV cameras at designated areas

- We are offering mechanically operated Stack Type Multi Level Car Parking System with non-independent parking spaces for two cars at Parking Areas – one vehicle at lower base and the other one at upper platform. The parking spaces will have the capacity to accommodate cars with following allowable specifications:
- *Upto a maximum load of -2600 kgs*
- *Upto a maximum Height of -2000 mm (incl. additional external attachments)*
- *Upto a maximum length of -5000 mm*
- *Upto a maximum width ranging between -2300- 2600 mm (incl. door opening space)*

PART “B”
(AMENITIES)

- Double Height Reception Lobby
- Multipurpose hall with Lawn
- Community Green
 - Multipurpose deck
 - kids zone
 - Landscaped sit-outs & planters
- Resident Club:
 - Swimming pool with deck
 - Indoor Games Room & lounge
 - Gymnasium
 - Yoga & Meditation Room
 - Provision for water side Outdoor café
 - Provision for SPA & Steam
- Landscaped Terrace & Lounge (Protégé)
- Rain Water Harvesting
- Fire Detection & Protection System
- 24X7 Water Supply

- Intercom Facility
- 24 X7 CCTV Surveillance at Campus entry and exit, Ground floor Lobbies, Car parking.
- DG Back-Up for Common Area lighting.

THE SCHEDULE-5 ABOVE REFERRED TO:

PART- "I"
(Total Price)

Rs. _____/- (Indian Rupees _____ only) which includes the price of the Apartment, other charges & GST for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in Part-II below,

Apart from Total Price the Allottee shall pay Interest Free Sinking Fund amounting to **Rs. _____/- (Rupees _____ only)** and Interest Free Advance Common Area Maintenance charges to be calculated at actuals shall be paid at time of possession.:

PART- "II"
(Payment Plan)

SL NO	STAGES OF PAYMENT	% OF PAYMENT	AMOUNT
1	On Application	10% of Unit Price + GST	____/-
2	Signing of Agreement to Sale/ Completion of Piling	10% of Unit Price + 25% of other Charges +GST	____/-
3	On Completion of 2nd Floor Casting	10% of Unit Price + GST	____/-
4	On Completion of 10th Floor Roof Casting	10% of Unit Price + 25% of other Charges +GST	____/-
5	On Completion of 15th Floor Roof Casting	10% of Unit Price + GST	____/-
6	On Completion of 20th Floor Roof Casting	10% of Unit Price + 25% of other Charges +GST	____/-
7	On Completion of Top Floor Roof Casting	10% of Unit Price + GST	____/-
8	On Installation of Service lift	5% of Unit Price +GST	/-
9	On Completion of Unit	10% of Unit Price + GST	/-
10	On Fitout	10% of Unit Price + GST	/-
11	On Notice for Possession	5% of Unit Price + 25% of other Charges + Interest Free Sinking fund deposit + Interest Free Advance CAM + GST	____/-

THE SCHEDULE-6 ABOVE REFERRED TO:
(Devolution of Title)

1. By a registered indenture of conveyance dated 26 February 1907 and registered in the office of the Registrar of Sealdah in Book No. 1, Volume No. 12, pages 1 to 11, Deed no. 615 for the year 1907 and subsequently as rectified by a registered indenture of rectification dated 14 August 1908 registered at the office of the Sub-Registrar of Sealdah in Book No I, Volume No 34, pages 119 to 124, Deed No 2845 for the year 1908, both executed between Mahabunnessa Bibee, Shaikh Wahed Buksh and Shaikh Majid Buksh therein mentioned as the 'vendors' of one part and one Gool Mahomed Khan therein mentioned as the 'purchaser' of the other part, the said Gool Mahomed Khan became the owner of Holding Nos 88A and 94 having an area of 2 Bighas, 17 Cottahs and 14 Chittacks in Division V, Sub Division H, Dehee Birgee Serampore in the District of 24 Pergannahs, Sub-district Sealdah, Thana Ballygunge, for the consideration therein mentioned.

2. By an indenture of conveyance dated 30 November 1908 (“1908 Deed”) and made between Gool Mohammed Khan therein described and called the ‘vendor’ of the one part and Moulvi Shasmul Huda (also known as Nawab Sir Syed Shamsul Huda) (“Nawab”) therein described and called the ‘purchaser’ of the other part and registered at the office of Sub-Registrar, Sealdah in Book No I, Volume No 40, pages 92 to 97, Being No 3510 for the year 1908, the said Moulvi Shamsul Huda for the consideration therein mentioned purchased from the said Gool Mohammed Khan the pieces and parcels of land admeasuring 2 Bighas, 17 Cottahs and 14 Chittacks (appears to have been rectified as 2 Bighas, 16 Cottahs and 5 Chittacks by countersigning) comprised in Holding Nos 88A and 94 in Division V, Sub Division H, Dihee Birjee Serampore in the district of 24 Pergunnahs, Sub-district Sealdah, thana Ballygunge and being the municipal premises No 4, Old Ballygunge Second Lane (“Premises No. 4”) in the suburbs of the town of Calcutta fully mentioned and described therein.
3. On 14 February 1920, the said Nawab Sir Syed Shamsul Huda opened a cash credit account with one Bengal National Bank Ltd. (since then in liquidation) (“said BNB”) up to a limit of Rs. 25,000.00 and as collateral security deposited with the said bank the said 1908 Deed with an intent to create an equitable mortgage on the Said Premises No 4.
4. The said Nawab, who was during his lifetime and at the time of his death a Mohammedan governed by the Sunni School of Mohammedan Law died on the 7 October 1922 having previously made his last will and testament in English language and character bearing dated 17 September 1918 and a codicil thereto dated 12 August 1922 (collectively “said Will”) and leaving amongst others the Said Premises No 4.
5. By the said Will, said Nawab appointed his wife Shamsun Nehar Hossaini Begum (“Begum”), one Rashidal Hussan (“Rashidal”) and younger brother namely Syed Mohammed Masih (“Syed”) to be the executrix and executors of his said Will. By his said Will, the Nawab gave and bequeathed one-third part of all his movable and immovable properties to one Razia Khatun, being minor daughter of his younger brother said Syed and whom the Nawab had brought up since her infancy as his own child. By his said Will, the Nawab did not make any disposition regarding the remaining two-third shares of his properties. The said two-third shares of his properties devolved on his death to the heirs left by the said Nawab, namely, his widow the said Begum, his two brothers namely said Syed and Syed Mohammed Maleeh (“Maleeh”) and one sister Rabia Khatun.
6. On 23 May 1923, the said 1908 Deed was deposited by the said Bengal National Bank Ltd. with the Imperial Bank of India at Calcutta as security for certain advances made to the said Bengal National Bank Ltd., by the said Imperial Bank of India.
7. Subsequently, Begum, Rashidal and Syed, being the executrix and executors of said Will of the said Nawab applied in the Court of the District Judge of 24 Parganas in Case No. 51 of 1925 under Act XXIX of 1925 for grant of probate of the said Will and on 13 July 1926 probate of the said Will was granted by the District Judge of 24 Parganas to them as such executrix and executors as aforesaid. In the circumstances aforesaid on the death of the Nawab, the Begum became entitled to an undivided 1/6th part or share (or 17%), the said Syed to an undivided 1/5th part or share (or 20%), the said Maleeh to an undivided 1/5th part or share (or 20%), the said Rabia Khatun to an undivided 1/10th part or share (or 10%) and the said Razia Khatun (also known as Razia Begum) to the remaining undivided 1/3rd part or share (or 33%) of and in, amongst others, the Said Premises No 4.
8. The said Begum died intestate on 13 December 1926 leaving her mother Omme Salma Begum and her paternal uncle Ganiul Baqui her surviving as her sole heirs under the Sunni School of Mohammedan Law by which she was during her lifetime and at the time of her death governed. On the death of the said Begum intestate, her undivided 1/6th part or share (or 17%) in, amongst others, the Said Premises No 4 as was inherited by her from the Nawab devolved upon the said Omme Salma Begum inheriting an undivided 1/18th part or share (or 6%) and the said Ganiul Baqui an undivided 1/9th part or share (or 11%). Upon the demise of the said Begum, the said Rashidal and the said Syed as the surviving executors continued to administer the estate left by the said Nawab.
9. On 26 May 1927, the said Imperial Bank of India (“Imperial”) instituted a suit in the Hon’ble High Court at Calcutta being Suit No. 1215 of 1927 (“said Suit”) for the recovery of the moneys and for enforcement of the security held by the said Imperial including, amongst others, the said 1908 Deed and by an order dated 1 June 1927 made in the said Suit, Charles Ernest Walker, Clarence George Ashworth and Joseph Benjamin Stanley were appointed as Receivers of the assets and properties and security of the said BNB including the said charge on the Said Premises No 4. By an order dated 2 August 1927 made by the Hon’ble High Court

at Calcutta in the matter of the Companies Act and in the matter of the said BNB, the said BNB was directed to be wound up. By an order dated 9 August 1927 made in the said matter, the said Clarence George Ashworth, the said Charles Earnest Walker and Edwin John Carter were appointed Liquidators for the purpose of such winding up of the said BNB.

10. By a Bengali Kobala dated 26 September 1927 registered in Book No. 1, Volume No. 108, pages 234 to 266, Deed no. 4114 for the year 1927, the said Ganiul Baqui sold to the said Omme Salma Begum, amongst other properties, his said undivided 1/9th part or shares (or 11%) in the Said Premises No 4. In the circumstances aforesaid the said Omme Salma Begum became entitled to an undivided 1/6th part or share (or 17%) in the Said Premises No 4.
11. By an order dated the 23 April 1928 made in the said Suit, one David Mitchell was appointed an additional receiver with all the powers provided for in the order dated 1 June 1927. On 1 December 1927 there was due of a sum of Rupees thirty two thousand three hundred and seven and pies three together with interest thereon to the said BNB, on the said account of the said Nawab and on the security of the title deed of the Said Premises No 4.
12. By an order dated 11 October 1928 made in the said Suit the appointed receivers were inter alia authorized to grant and assign the claim of the said BNB on the account of the said Nawab and as security on the Said Premises No 4 for the consideration of Rs 12,500/- in full settlement of the claim of the said BNB in favour of the person nominated by the said Rashidal and said Syed. The said Rashidal and Syed having no money for payment of the said debt, requested one Razaur Rahman Khan ("Razaur") to take from the said receivers an assignment of the claim and all moneys due on the said account and of the said security for the sum of Rs 12,500/-. For payment of the said debt payable in respect of the said equitable mortgage and for payment of the additional stamp duty on the probate of the said Will of the said Nawab and for payment of the rent due in respect of the estate of the said Nawab and for other purposes in course of administration of the estate of the said Nawab, the said Rashidal and Syed proposed to and agreed with Razaur Rahman Khan for the absolute sale to him of the *separated northern portion* of the Said Premises No 4 containing by measurement 1 bigha 10 cottahs and 10 sq. ft. for Rs 16,851/62.
13. By an indenture of assignment dated 29 November 1929 and registered at the office of Sub-Registrar, Sealdah in Book No I, Volume No 31, pages 109 to 114, Being No 2010 for the year 1929 and made between the said BNB in liquidation, represented by the said liquidators of the first part, the said receivers abovenamed i.e. Charles Ernest Walker, Clarence George Ashworth, Joseph Benjamin Stanley and David Mitchell of the second part and Razaur, therein called the 'purchaser' of the third part, the said BNB in Liquidation (by the said liquidators) and the said receivers in consideration of Rs 12,500/- paid to the said receivers by Razaur in full satisfaction of the claim of the said BNB, in the said account of the said Nawab assigned and transferred to said Razaur all the moneys due and payable to the said BNB with all interest in respect of the said account of the said Nawab and also granted conveyed and transferred to said Razaur the Said Premises No 4, Old Ballygunge Second Lane being a security for the said moneys. The land area comprised in the schedule property mentioned in this Indenture is 2 Bighas, 16 Cottahs and 5 Chittacks.
14. By an indenture of conveyance also dated 29 November 1929 and registered at the office of Sub-Registrar, Sealdah in Book 1, Volume 26, Pages 207 to 219, Deed No. 1967 of 1929 and made between the said Rashidal and the said Syed as such surviving executors of the said Will of said Nawab therein called the 'vendors' of the one part and said Razaur therein called the 'purchaser' of the other part, the said Rashidal and the said Syed in pursuance of the said claim and in consideration of the sum of Rs 12,500/- which the vendor declared as having been received by him in full satisfaction of all moneys due and payable to him on the said debt and the said equitable mortgage created by the said Nawab transferred to said Razaur by the above recited indenture of assignment bearing even date together with the said indenture of conveyance as aforesaid and in consideration of the sum of Rs 4,351-6-2(2/3) paid by said Razaur to the said Rashidal and said Syed (the said sum of Rs 12,500 together with the said sum of Rs 4,351-6-2(2/3) making the said full consideration money of Rs 16,851/6/2(2/3)), the said Rashidal and the said Syed transferred and conveyed to Razaur the pieces or parcels of partly revenue paying and partly revenue free land containing by measurement 1 Bigha 10 Cottahs 10 chittaks 10 sq. ft. being the *separated northern portion* of the Said Premises No 4.
15. The remaining portion of the Said Premises No 4 had since been separately numbered and assessed by the then Calcutta Corporation as premises No 4/1, Old Ballygunge Second Lane ("Premises No. 4/1") and the

said separated northern portion as purchased by Razaur under the conveyance dated 29 November 1929 as aforesaid continued to be known and numbered as Premises No 4, Old Ballygunge Second Lane.

16. By a Bengali kobala dated 12 December 1930 registered in Book No. 1, Volume No. 34, pages 163 to 201, Deed no. 414 of 1931, the said Omme Salma Begum sold to the said Razia Begum also known as Razia Khatun, amongst other properties, her said undivided $1/6^{\text{th}}$ part or share in the Said Premises No 4/1, (formerly a part of Premises No 4). In the circumstances aforesaid the said Razia Begum thus became entitled to an undivided half share in the Said Premises No 4.
17. In the event that had happened the said Syed, Rabia and Razia became jointly entitled to an undivided $4/5^{\text{th}}$ part or share (or 80%) of and in the Said Premises No 4/1, (formerly a part of Premises No 4), namely, the said Syed being entitled to an undivided $1/5^{\text{th}}$ part or share (or 20%), the said Rabia being entitled to an undivided $1/10^{\text{th}}$ part or share (or 10%) and the said Razia being entitled to an undivided half part or share (or 50%), whereas, the said Maleeh being entitled to the remaining undivided $1/5^{\text{th}}$ part or share of and in the Said Premises No 4/1, (formerly a part of Premises No 4).
18. By an indenture of conveyance bearing dated 22 September 1932 registered at the office of Sub-Registrar, Sealdah in Book I, Volume No. 25, Pages 128-141, Deed No. 1540 of 1932 (“Deed No. 1540”) and made between the said Syed the said Rabia and the said Razia therein called the ‘vendors’ of the first part the said Syed and the said Rashidal the surviving executors of the said Will of the Nawab of the second part and Razaur of the third part, the said Syed, the said Rabia and the said Razia sold and the said Syed and the said Rashidal as such surviving executors as aforesaid conveyed and confirmed unto said Razaur their said undivided $4/5^{\text{th}}$ part or share in the piece or parcel of partly revenue paying and partly revenue free land measuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. being Said Premises No 4/1, (formerly a part of Premises No 4).
19. By a conveyance dated 13 May 1933 and registered at the office of Sub-Registrar, Sealdah in Book No I, Volume No 9, at pages 275 to 284, Being No. 715 for the year 1933 (“Deed No. 715”) and made between the said Maleeh therein called the ‘vendor’ of the one part and Razaur therein called the ‘purchaser’ of the other part, the said Maleeh for the consideration therein mentioned sold to the said Razaur his undivided $1/5^{\text{th}}$ part or share in the piece or parcel of partly revenue paying and partly revenue free land measuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. being Said Premises No 4/1, (formerly a part of No 4).
20. The said separated northern portion of the Said Premises No 4 which continued to be known and numbered as Premises No 4, Old Ballygunge Second Lane as aforesaid had subsequently been renumbered and assessed by the then Corporation of Calcutta as Premises No 13, Palm Place and thereafter again renumbered and assessed as Premises No 13/1, Ballygunge Park (Road). The Said Premises No 4/1 (formerly a part of No 4), Old Ballygunge Second Lane has subsequently been numbered and assessed as Premises No. 15, Palm Place.
21. By an indenture of lease dated 20 October 1959 made between the said Razaur therein described as the ‘Lessor’ of the one part and Jamilur Rahaman Khan therein described as the ‘Lessee’ of the other part, recorded in Book No I, Volume No 122, from pages 274 to 279 being No 4777 of the year 1959 (“Deed No. 4777”) and registered at the office of the Registrar of Calcutta, the said Razaur Rahaman Khan for the consideration and on terms and conditions therein mentioned demised and leased unto Jamilur Rahaman Khan the premises No 15, Palm Place (by then, a piece and parcel of premises No 13/1, Ballygunge Park) for a term of 29 (twenty nine) years.
22. By a memorandum dated 11 July 1960 made between the said Razaur therein described as the ‘guarantor’ and Jamilur Rahaman Khan therein described as the ‘mortgagor’ of the one part and Turner Morrison & Company Private Limited (“Turner”) therein described as the ‘Company’ of the other part recorded in Book No I, Volume No 143, from pages 1 to 14, Being No. 5008 of the year 1960 and registered at the office of the Registrar of Calcutta, the said Razaur admitted and acknowledged that he has deposited with said Turner the original title deeds bearing said Deed No. 715 and said Deed No. 1540 relating to an area admeasuring 1 Bigha, 13 Cottahs, 7 Chittacks and 30 Sq. Ft. comprised in premises No 15, Palm Place with an intent to create a security thereon by way of first mortgage in favour of said Turner for the due discharge of his liability. Further, the said Jamilur Rahaman Khan admitted and acknowledged that he has deposited with said Turner said Deed No. 4777 relating to an area admeasuring 1 Bigha, 13 Cottahs, 7 Chittacks and 30 Sq. Ft. comprised in premises No 15, Palm Place with an intent to create a security in respect of his leasehold interest therein by way of a first mortgage in favour of said Turner.

23. By an indenture of further charge dated 20 December 1961 made between the said Razaur therein described as the 'guarantor' and Jamilur Rahaman Khan therein described as the 'borrower' of the one part and said Turner therein described as the 'lender' of the other part and registered at the office of the Registrar of Calcutta and recorded in Book No I, Volume No 167, from pages 32 to 40, being No. 6146 of the year 1961, the said Razaur admitted and acknowledged that the deposit with said Turner of the title deeds being said Deed No. 715 and Deed No. 1540 shall be a security and shall remain charged by way of mortgage for the due discharge of his liability for due repayment of a sum of INR 96,000 (Indian Rupees Ninety six thousand only) and other monies secured by deposit of title deeds as recorded in the memorandum dated 11 July 1960 as well as a further advance of INR 46,000 (Indian Rupees Forty Six thousand only). Further, the said Jamilur Rahaman Khan admitted and acknowledged that the deposit with said Turner of the original lease deed bearing Deed No. 4777 shall be a security for repayment of a sum of INR 96,000/- and other monies secured by deposit of title deeds as recorded in the memorandum dated 11 July 1960 as well as a further advance of INR 46,000/-.
24. By an agreement for sale dated 25 August 1964, the said Razaur agreed with one Prakash Chandra Sarawgi, son of Tolaram Sarawgi, for the absolute sale to him or to his nominee or nominees the Said Premises No 13/1, Ballygunge Park (Road) and the premises No 15, Palm Place free from all encumbrances save and except a mortgage and further charge created under the documents dated respectively 11 July 1960 and 20 December 1960 in favour of said Messrs. Turner Morrison & Co. Ltd and the alignment of the Scheme No LXXVI of the Calcutta Improvement Trust at or for the price of Rs 5,50,000.00 (Rupees Five Lacs and Fifty thousand only) and received from him the sum of Rs 25,001.00 (Rupees Twenty-five thousand and One only) by way of earnest and in part payment of the purchase price.
25. The said Prakash Chandra Sarawgi, son of Tolaram Sarawgi, nominated Tolaram (India) Limited as his nominee and requested the said Razaur Rahman Khan to sell to the purchaser the Said Premises No 13/1, Ballygunge Park (Road) and premises No 15, Palm Place on receipt from the purchaser the balance of the purchase price. By an indenture of conveyance dated the 24 May 1965 made between the said Razaur Rahman Khan therein described as the 'vendor' of the one part, Prakash Chandra Sarawgi, son of Tolaram Sarawgi deceased therein described as the 'confirming party' of the second part and Tolaram (India) Limited the therein described as the 'purchaser' of the third part, recorded in Book No I, Volume No 38, from pages 187 to 205 being No 3347 of the year 1965 and registered at the office of the Registrar of Calcutta, the said Razaur Rahman Khan for the consideration therein mentioned granted transferred and conveyed unto the said Tolaram (India) Limited the Said Premises No 13/1, Ballygunge Park (Road) comprising land admeasuring 1 Bigha, 9 Cottahs, 4 Chittack and 16 sq. ft. and premises No 15, Palm Place comprising land admeasuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. free from all encumbrances save and except a mortgage and further charge created under the documents dated respectively the 11 July 1960 and 20 December 1960 (year is wrongly mentioned as 1960 instead of 1961) in favour of Messrs. Turner Morrison & Co. Ltd. on the Said Premises No 15, Palm Place on which a sum of Rs 16353.39 remained outstanding and subject to the alignment of the scheme No LXXVI of the Calcutta Improvement Trust.
26. By an indenture of transfer of lease dated 24 May 1965 (unregistered) made between the said Jamilur Rahaman Khan therein described as the 'vendor' of the one part and Tolaram (India) Ltd. therein described as the 'purchaser' of the other part, the said Jamilur Rahaman Khan for the consideration therein mentioned assigned unto Tolaram (India) Ltd. the Said Premises No 15, Palm Place along with all its interest, claim and demand under the indenture of lease dated 20 October 1959, for the residue period of the said term of 29 (twenty nine) years which was the term of the indenture of lease dated 20 October 1959.
27. By an indenture of conveyance dated 8 December 1966 made between the said Tolaram (India) Limited therein described as the 'vendor' of the one part and Arun Properties Private Limited therein described as the 'purchaser' of the other part, recorded in Book No I, Volume No 193, from pages 181 to 189 being No 6425 of the year 1966 and registered at the office of the Registrar of Calcutta, the said Tolaram (India) Limited for the consideration therein mentioned granted transferred and conveyed unto Arun Properties Private Limited the premises No 13/1, Ballygunge Park (Road) comprising land admeasuring 1 Bigha, 9 Cottahs, 4 Chittack and 16 sq. ft. and premises No 15, Palm Place comprising land admeasuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. subject to the said mortgage dated the 11th July 1960 and the further charge dated 20th December 1960 (year is wrongly mentioned as 1960 instead of 1961) in favour of M/s. Turner Morrison & Co. Ltd and subject to the alignment of the scheme No LXXVI of the Calcutta Improvement Trust but free from all other encumbrances.

28. By an indenture of guarantee and indemnity dated 8 December 1966 made between the said Tolaram (India) Limited therein described as the 'vendor' of the one part, Sova Chand Sarawgi and Prakash Chandra Sarawgi therein described as 'guarantors' of the second part and Arun Properties Private Limited therein described as the 'purchaser' of the third part, the said Tolaram (India) Limited, Sova Chand Sarawgi and Prakash Chandra Sarawgi jointly and severally undertook to indemnify and keep indemnified Arun Properties Private Limited against all costs, expenses, losses and damages which Arun Properties Private Limited may suffer or be put to in consequence of the said indenture of transfer of lease dated 24 May 1965 made between Jamilur Rahaman Khan and Tolaram (India) Limited not being registered and agreed to keep in deposit with Arun Properties Private Limited, a sum of INR 1,75,000 (Indian Rupees One lakh seventy five thousand only) to be appropriated by Arun Properties Private Limited towards any cost, charges, expenses, exemption fee and/or betterment fee which Arun Properties Private Limited may be liable to pay on account of scheme No LXXVI of the Calcutta Improvement Trust.
29. By an indenture of release dated 27 November 1967 made between the said Turner Morrison & Company Limited as the 'mortgagee' of the one part and Arun Properties Pvt Ltd as the 'company' of the other part, recorded in Book No I, Volume No 53, from pages 47 to 53, being No 548 of the year 1968 and registered at the office of the Registrar of Assurances, Calcutta, the said Turner Morrison & Company Limited granted, released and confirmed unto Arun Properties Private Limited an area admeasuring 1 Bigha 13 Cottahs 7 Chittacks 30 Sq. ft. being premises No 15, Palm Place and formerly known as premises No 4/1, Old Ballygunge Second Lane within the municipal limits of the town of Calcutta being part of Holding (formerly Nos 88A and 94) new Nos 326 and 327 in Sub-Division H, Division V, Mouza Ballygunge in Dehi Panchannogram, Police Station Ballygunge, Sub-Registry Sealdah in the district of Twenty four Parganas (together with messuages buildings and other erections erected thereon and commonly known as Adela Court and now being the premises No 13/1, Ballygunge Park).
30. By its Notification No 10077/M2C-41/65 dated 26 December 1967, the local self-government department of the Government of West Bengal sanctioned the cancellation by the Board of Trustees for the Improvement of Calcutta of its General Improvement Scheme No LXXVI (Broad Street to Palm Avenue- Tiljala Lane). Consequently, premises No 13/1, Ballygunge Park (Road) and premises No 15, Palm Place were exempted from the scheme of the Calcutta Improvement Trust.
31. Premises No 15, Palm Place was subsequently renumbered as premises No 13/1/1, Ballygunge Park (Road). As per the copy of the Municipal Assessment Book of the Assessment Department, Kolkata Municipal Corporation, premises No 13/1/1, Ballygunge Park (Road) was amalgamated with premises No 13/1, Ballygunge Park (Road), being the Said Premises herein referred with effect from 3 December 2013 by the approval of the Municipal Commissioner dated 26 February 2014. Post amalgamation, a deed of gift dated 15 September 2015 was made by the said Arun Properties Private Limited in favour of the Kolkata Municipal Corporation and registered at the office of the District Sub-Registrar – III, Alipore in Book No. I, Volume No. 1603-2015, Pages 83471 to 83484 being No. 6410 of 2015 in connection with the free gift of an area of 2.789 Sq. Mtrs from the front North-Western side of the Said Premises for the purpose of road widening as per the provisions of Rule 59(2) of the Kolkata Municipal Corporation Building Rules 2009. Such gift has resulted in the reduction of the recorded area of land as per Municipal records and/or actual area of land as per survey comprised in the Said Premises by 30.02 Sq. Ft. (2.789 Sq. Mtrs.)
32. The said Arun Properties Pvt Ltd was converted into a limited liability partnership and certificate of registration on conversion was issued by the Registrar of Companies, West Bengal in the name of 'Arun Properties LLP' on 19 October 2015.
33. The name of Arun Properties LLP was mutated in the records of the Kolkata Municipal Corporation as an owner/person liable to pay tax with respect to Said Premises under Assessee No 110650200196 which is revealed from the mutation certificate dated 18 May 2016 in case No 0/065/18-MAY-16/97605 issued by the Kolkata Municipal Corporation.
34. For the reasons as aforesaid, said Arun Properties LLP, the Owner herein referred, has been absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Premises No 13/1, Ballygunge Park Road, referred to as the Said Premises herein.

SCHEDULE-7 ABOVE REFERRED TO:
(Common Rules and Restrictions)

1. As a matter of necessity, the ownership and enjoyment of the Apartment by the Allottee shall be consistent with the rights and interest of all the other allottees and while using and enjoying their respective units and the Common Areas, each of the allottees shall be bound and obliged:
- (a) to co-operate with the other allottees of the Project, Association, as the case may be, in the management and maintenance of the Said Premises and the common purposes;
 - (b) to observe, fulfil and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the Said Premises and in particular the Common Areas, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Association and its authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge/Interim Body/Association thereabout and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
 - (d) to use their respective Unit (and utility rooms, servants' room etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.;
 - (e) **not to use the ultimate roof of the Building or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees;**
 - (f) **to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of common walls or floor or store such goods which are objected to by the concerned local or other authority or things therein or thereat or in any other common areas of the Said Premises;**
 - (g) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective Unit. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his/her/its Unit;
 - (h) 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 apartment or any part of the Said Premises or may cause any increase in the premium payable in respect thereof;
 - (i) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the Said Premises otherwise than in the manner agreed by the Association in writing or in the manner as near as may be in which it was previously decorated.
 - (j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
 - (k) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.

- (l) to keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments/parts of the Building and not to do or cause to be done anything in or around their respective apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective apartments. In particular, and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns, walls, slabs or RCC, pardi passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (m) Apartment:
- (i) The Allottee is aware that the Unit shall be given as bare shell.
 - (ii) Cable/Wires: That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Promoter or to the other allottees of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Premises and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be
 - (iii) Connectivity: The Allottee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with two service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or closed or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the units.
 - (iv) Air condition: The Unit has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC in the Unit. That the Allottee shall not install any window air-conditioning anywhere in the said Unit and in such areas where air-conditioners are not installed by the Promoter and shall install air-conditioners only in designated areas as approved by Promoter. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective units.
- (n) Balcony/Terrace: The balcony or terrace, is meant for the exclusive use of the Allottee of the Apartment and the same shall be a property/right (as applicable) appurtenant to such Apartment and the right of use and enjoyment thereof shall always travel with such Apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Terrace independently (i.e., independent of the apartment owned by such Allottee);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Balcony/Terrace nor cover the same in any manner, including

Shamianas etc.;

- iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) The Allottee thereof shall not convert the same into a garden by adding weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building.
 - v) The Developer shall plant a tree at the Terrace as finalized by the Developer and the same shall be maintained by the Developer and/or the Association. The cost for maintaining the said tree shall be part of the CAM. Customers shall not plant any other plants/trees. The customer shall abide with the same and will not be allowed to make any changes.
- (o) Car Parking Space: The Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his apartment;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever or raise any kuccha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Said Premises or any other portion of the Said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance in Charge with regard to the user and maintenance of the parking spaces in the said Building and the Said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
 - (vii) The Allottee agrees that valet parking will be provided in the Project due to Mechanical Parking facilities provided, if any. The Purchaser agrees that the remuneration of such valet parking will be paid by the Association
 - (viii) The Allottee shall use the designated car wash areas earmarked for the same by the Promoter. Car wash services shall also be available on pay and use basis.
- p) Servant Quarter:
- (i) The Allottee shall use such servant's quarter(s) only for the purpose of residence of his servant and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter(s) or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his apartment with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his Unit to any other allottee of Unit in the Tower Building and none else;
 - (iii) The Allottee shall observe, fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the

- Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
 - (v) That the Allottee shall ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (q) not to carry on or cause to be carried on any obnoxious or injurious activities or noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units, the parking spaces and the Common Areas.
- (r) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (s) not be entitled to nor permitted to make any structural changes / modifications to their respective apartments or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (t) not to close or permit the closing of verandas, lounges, balconies, lobbies or the common areas and/or install any collapsible gate/grill outside the main door / entrance of the Unit and also not to install any grill/ collapsible gate on the balcony or veranda and/or terrace and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandas, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Building and/or detract from the uniformity and aesthetics of the exterior of the Apartment or aesthetic quality of the surroundings of the Building and the Project.
- (u) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (v) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (w) maintain at their own costs, their respective apartments in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective apartments as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the Said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective apartments and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Association and each of them saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that they or

any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- (x) shall pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, electricity charges, charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter at its discretion at the time of delivery of possession or Deemed Date of Possession of their respective units in terms hereof), together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Apartment on and from the Possession Date or Deemed Date of Possession. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Promoter and/or the Association, as the case may be. Further, on and from the Possession Date or Deemed Date of Possession, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- (y) All penalty, surcharge, interest, costs, charges, and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (z) The Allottee hereby also accepts not to sub-divide the Unit and the Common Areas, under any circumstances
- (aa) The Allottee hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement
- (bb) The Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- (cc) The Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Apartment.
- (dd) The Allottee shall not misuse or permit to be misused the water supply to the Apartment;
- (ee) The Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter
- (ff) The Allottee shall not install or keep or run any generator in the Apartment and the garage, if any
- (gg) The Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- (hh) The Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- (ii) Lifts :- The building/Tower shall consist of two main lifts and a single service lift.

- (i) The service lift is for the use of the domestic help, servants, service provider's/delivery boys and/or any other person rendering services of the same kind.
 - (ii) The main lift is for the exclusive use of the residents and their guests and/or visitors.
 - (iii) The Allottees, their servants/ domestic help shall not overload the service lifts and shall move goods only through the staircase of the Building;
- (jj) Drivers Dormitory – a dormitory will be provided within the common areas for drivers to stay overnight or to rest during the day along with attached washrooms. The overnight stay however, is chargeable and usable for only short term period and are not to be used for permanent stay and/or over multiple nights.
- (kk) The Allottee shall also be further liable to pay guarding charges at the rate of Rs. 25000/- (Rupees Five Thousand only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Allottee
- (ll) The Allottee agrees to pay a refundable deposit payable to Promoter being an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) at the time of taking over possession of the Unit, the said deposit will be refunded to the Allottee on completion of Fit Out work carried out by the Allottee in its Unit. The Allottee further understands and agrees that the said amount deposited with the Promoter may be adjust against cost of damages, if any, caused to the Project common areas or the Building/Project by the Allottee caused by the fit out work carried out by the Allottee.

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