

## **AGREEMENT**

**THIS AGREEMENT ("Agreement")** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

### **BY AND BETWEEN**

**MANI REALTY PROJECTS PRIVATE LIMITED**, an existing Company within the meaning of the Companies Act, 2013 , having its Registered Office at No. IT-IX ninth floor, "Mani Square" 164/1, Manicktala Main Road, P.O. Kankurgachi P.S. Phoolbagan, Kolkata 700054 represented by its Authorised Signatory **Mr. Astic Jhunhunwala** son of Mr. Devendra Kumar Jhunhunwala, residing at 345, Netaji Subhas Road, Police Station Howrah, Post Office Howrah, Howrah 711101 duly authorized vide a Board of Directors Resolution dated 26.02.2022, hereinafter referred to as "the **PROMOTER / DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and interest, nominees and/or assigns) of the **FIRST PART ;**

**AND**

**ABASAN REALTY LLP**, a limited liability partnership duly registered under the Limited Liability Partnership Act, 2008, having its registered office at premises No. Room No. 10 & 11, FMC Fortuna Building, 234/3A, AJC Bose Road, P.O. Sarat Bose Road, P.S. Ballygunge, Kolkata 700020 through its authorized Signatory **Mr. Sunil Kumar Manna**, son of late Keshab Chandra Manna (residing at 26A, H/9, Ram Kamal Street, P.O Kidderpore, P.S. Watgunge, Kolkata 700023 duly authorized vide Board Resolution dated 03.02.2022 hereinafter referred to as "the **LESSEE / TRANSFEROR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART**;

**AND**

\_\_\_\_\_ (having IT PAN \_\_\_\_\_), \_\_\_\_\_, residing at \_\_\_\_\_, ,, hereinafter referred to as "the **ALLOTTEE / TRANSFEREE**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his legal heirs, executors, administrators and/or assigns) of the **THIRD PART**:

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

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. Kolkata Metropolitan Development Authority, hereinafter referred to as the "KMDA", is the owner of and seized and possessed of and well sufficiently entitled to the said Plot (hereinafter defined) morefully described in **Part-I of the First Schedule** hereunder written.
- C. Pursuant to public notice and a transparent process, Fort Projects Pvt. Ltd. submitted its bid to develop the said Plot on the terms and conditions contained in the bid/offer which was accepted by KMDA vide its Memo No.135/KMDA/AD(SE)/F-110 dated 9<sup>th</sup> July, 2007 who thus selected Fort Projects Pvt. Ltd. to act as the developer of the Said Plot and issued an award letter dated 9<sup>th</sup> August, 2007 to the said Fort Projects Pvt. Ltd. (the aforesaid Documents are collectively called "the **Bid Documents**").
- D. In furtherance of the Bid Documents, KMDA entered into the Principal Agreement (hereinafter defined) with Fort Projects Pvt. Ltd., as recorded in the Principal Agreement, Fort Projects Pvt. Ltd. paid a sum of Rs.22,50,00,000/- (Rupees twenty two crores fifty lakhs only) to KMDA towards Premium (defined in Clause 1.9 of the Principal Agreement), which amount has since been reimbursed by the Lessee herein to Fort Projects Pvt. Ltd.
- E. In accordance with the provisions of the Principal Agreement, Fort Projects Private Limited formed a Special Purpose Vehicle (SPV), being the Lessee / Transferor herein, and the Lessee / Transferor herein reimbursed to Fort Projects Pvt. Ltd. all amounts paid by it to KMDA and Fort Projects Private Limited has no claim of any nature whatsoever against the Lessee / Transferor herein. Vide its letter dated May 24, 2011 addressed to Fort Projects Private Limited, KMDA confirmed the acceptance of the Lessee / Transferor herein in the place and stead of Fort Projects Private Limited.
- F. Plan for construction/s to be made at the said Premises was sanctioned by The Kolkata Municipal Corporation vide Building Permit No.2012030110 dated 23.03.2013 (in short called "the **said Plan**"). The said Plan having lapsed has since, on an application being made, been renewed / revalidated by The Kolkata Municipal Corporation This apart an application being made for sanction of additional four floors each over the existing sanctioned floors of the Tower Sadashiva and Mahadeva to consume the FAR available owing to the project being certified as "Green building(s)" such plan proposal was

sanctioned by The Kolkata Municipal Corporation under Rule 26(2a)&(2b) of the Kolkata Municipal Corporation Building Rules, 2009 vide Building Permit No. 2023030053 dated 13.10.2023 and the same is valid upto 12.10.2028.

- G. The Lessee / Transferor herein, having made payment of the full premium amount and having complied with all its obligations with regard to the KMDA Plot/ Housing Board Common Area (hereinafter defined) and the Retained Plot (hereinafter defined) in terms of the said Principal Agreement, the KMDA executed and registered the Head Lease (hereinafter defined) in respect of the said Premises (hereinafter defined) in favour of the Lessee / Transferor herein, with the said Fort Project Pvt. Ltd. joining in as confirming party thereto.

Under the said Head Lease, the Lessee / Transferor herein is entitled *inter alia* to sublet, sublease, mortgage, charge, create third party interest, transfer or part with the possession of the said Premises and the building or buildings to be constructed thereat or any part thereof or any undivided share therein including but not limited to the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and all other constructed and saleable areas and rights (including advertising display and signage rights) in the said Premises, on such terms and conditions as the Lessee may deem fit and proper and no further consent or permission of the Lessor shall be required therefor **Provided That** no such sublease, subletting or transfer shall exceed the term thereby created and the sub-lessees / sub-tenants / transferees of the Lessee shall be bound by and be liable to observe the terms conditions and covenants therein contained.

- H. Prior to grant of development rights to the Promoter, the Lessee / Transferor herein constructed and/or caused to be constructed the **Already Constructed Areas** (hereinafter defined).
- I. The Lessee / Transferor herein has from time to time paid the full premium amount payable under the said Principal Agreement to KMDA and duly complied with all its obligations with regard to the said KMDA Plot/ Housing Board Common Area and the said Retained Plot in terms of the said Principal Agreement.
- J. By and in terms of the Development Agreement (as hereinafter defined), the Lessee / Transferor appointed the Promoter herein as the developer of the said Premises and permitted and granted exclusive right to the Developer to develop the Project (hereinafter defined) at the said Premises by construction and completion of the New Complex at the said Premises (save to the extent of the Already Constructed Areas), for mutual benefit and for the consideration and on the terms and conditions therein contained.
- K. The said Premises is earmarked for the purpose of building a New Complex, of which the Project is a part.
- L. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the rights and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- M. The Kolkata Municipal Corporation has granted permission to construct as hereinbefore mentioned.
- N. The Lessee / Transferor has obtained the sanctioned plan for the New Complex from The Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No.(xxx) (being the definition of Plan) hereinbelow. The Promoter and the Lessee / Transferor agree and undertake that they shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No.(xxx) (being the definition of Plan) hereinbelow;
- O. The Promoter has applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata.

- P. The Allottee had made an application for allotment of the **said Unit** described herein and being:

**All That the Residential Flat / Apartment bearing No. \_\_\_\_\_** containing a **Carpet Area** of \_\_\_\_\_ Square Feet [**Built-up Area** whereof being \_\_\_\_\_ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet) and **Maintenance Chargeable Area** being \_\_\_\_\_ Square Feet, which is inclusive of pro-rata share in the Common Areas and Installations] more or less on the on the **tenth** floor of the **Sadashiva** Tower of the New Complex known as "**Anantmani**" and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

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TOGETHER WITH the right to park one medium sized motor car at such place in the \_\_\_\_\_ of the said premises surrounding the building, exact location whereof to be identified by the Promoter on or before the Deemed Date of Possession

- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- R. 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;
- S. 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;
- T. 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 Lessee / Transferor (each to the extent of their respective rights and interest) hereby agree to transfer and the Allottee hereby agrees to acquire the said Unit as specified in para-I above;
- U. The Allottee has examined and got himself fully satisfied about the title of KMDA to the said Premises and the leasehold interest of the Lessee / Transferor to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

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

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto.

The Allottee is aware that the Promoter has applied for sanction of additional floors beyond the existing sanctioned floors to consume the FAR available to green building(s), to which the Allottee hereby consents.

**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 Lessee / Transferor agree to transfer (each to the extent of their respective rights and interest) to the Allottee and the Allottee hereby agrees to acquire, the Apartment as specified in para I, for the residue unexpired term of the Head Lease, with option of renewal in the manner and on the terms contained in the Head Lease;

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

| Head   | Price(Rs.) |
|--|------------|
| Apartment No. :,<br>Floor :<br>Tower :<br>Carpet Area : Sq.ft<br>Built-up Area: Sq.ft<br>Super Built Up Area: Sq.ft<br>Attached Sky Balcany area: Sq.ft<br>Maintenance Chargeable Area : Sq.ft<br>together with the right to park one medium sized motor car in the _____of the said premises surrounding the building |            |
| <b>Total Price:</b>  | <b>/-</b>  |

(Rupees) only

Explanation :

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and CGST, if any as per law and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over possession of the Apartment;

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes (i) pro rata share in the Common Areas; and (ii) the right to park one medium sized motor car in the \_\_\_\_\_of the said premises surrounding the building and other properties and appurtenances as provided in the Agreement.

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

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

- i) **Rent** : The Allottee shall be liable for payment of the proportionate amount of Ground Rent (with applicable GST) payable to KMDA under the Head Lease in terms thereof without any deduction or abatement whatsoever, which shall or may be paid alongwith the maintenance charges payable by the Allottee in respect of the said Unit, as be directed / decided by the Promoter.
- ii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit (if applicable) and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.
- iii) Legal Documentation Charges of the Advocates for preparation of this Agreement and the Transfer Deed to be executed in pursuance hereof, alongwith applicable GST or like taxes payable therefor.
- iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp duty and registration fees on execution and registration of this agreement and of the transfer deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

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

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

1.2.3 The Allottee shall deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge a sum calculated @Rs. **35** (Rupees thirty five) only per Square Foot of the Maintenance Chargeable Area of the said Unit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written), to remain in deposit with the Promoter and/or the Maintenance In-charge and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

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

authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 (eight)% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and amenities described in **Part-I** and **Part-II of the Third Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which transfer is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals N & U and Definition No.(xxx) (being the definition of Plan) in the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area within the same defined limit, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project as regards to the carpet area and the built-up area of the said unit shall be final and binding on the parties hereto.

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

- (i) The Allottee shall have exclusive leasehold interest in the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. 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 / Transferor shall transfer (to the extent of their respective rights and interest) undivided proportionate title in the common areas of the Project to the association of allottees (upon registration of the same) as provided in the Act, if and as be feasible;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Garage/closed parking rights / mechanical parking space (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_/-** (Rupees Ten Lacs) only (in short "the **Booking Amount**") as booking amount at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, and mutually and fixed at 9% per annum compounded every six months.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "**Mani Realty Projects Private Limited, Escrow Account No. 000605038515**" payable at **Kolkata**. In the event online payment or RTGS transfer is proposed by the transferee the amount may be remitted to Account no 000605038515 with ICICI Bank, IFSC Code ICIC0000006.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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



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

#### 4. **ADJUSTMENT/APPROPRIATION OF THE PAYMENTS**

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

#### 5. **TIME IS ESSENCE**

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

#### 6. **CONSTRUCTION OF THE PROJECT/APARTMENT**

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

#### 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 Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before 30<sup>th</sup> September 2024, with an additional grace period of 6 (six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc.

against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Transfer Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter shall offer the possession to the Allottee in writing within 10 days of receiving the completion / occupancy certificate, as applicable, of the Project or part thereof.

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

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

**7.3 Failure of Allottee to take Possession of the Apartment :** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Apartment 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 clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.20/= (Rupees twenty only) per Square Foot per month of the Maintenance Chargeable Area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

**7.4 Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the

allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after transfer of the Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

## 7.6 Compensation

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

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

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules (presently being Lowest State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Lessee / Transferor and the Promoter hereby respectively represent and warrant to the Allottee as follows :

(i) The Lessee / Transferor has leasehold interest with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land in the manner hereinbefore recited and absolute, actual, physical and legal possession of the said Land for the project;

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

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

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

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

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

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

(viii) The Lessee / Transferor / Promoter confirm that the Lessee / Transferor / Promoter are not restricted in any manner whatsoever from transferring the said Apartment to the Allottee in the manner contemplated in this Agreement;

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

(x) The said Project 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 Project;

(xi) The Promoter / Lessee / Transferor have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the said Property is not a 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 Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this agreement and there is Default by promoter under the conditions listed above, the Allottee is entitled to the following :

(i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the acquiring of the apartment, along with interest at the rate specified in the Rules and mutually agreed at 9% per annum (compounded every six months) within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules and mutually agreed at 9% per annum (compounded every six months) for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within forty five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to transfer of the Apartment by the Promoter and the amounts have been received by the Promoter from the new transferee thereof.

## 10. **TRANSFER OF THE SAID APARTMENT**

The Promoter and the Lessee / Transferor on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a transfer deed and transfer the Apartment together with proportionate indivisible share in the common areas within 3 (three) months from the issuance of the completion / occupancy certificate, as applicable.

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

**Lessee / Transferor's Confirmation:** The Lessee / Transferor has been made party to these presents to confirm the Allottee that the Lessee / Transferor shall join in as party to the deed of transfer that would be executed and registered for transfer of the Apartment in favour of the Allottee without claiming any additional consideration from the Allottee. The Lessee's / Transferor's obligation is limited to transfer of leasehold interest in the land comprised in the said Premises in terms of the Head Lease and the Development Agreement, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Lessee / Transferor have agreed to transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such transfer to be carried out in favour of the

Association / Maintenance Company, the same shall be transferred in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

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

#### **11. MAINTENANCE OF THE SAID APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

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

#### **12. DEFECT LIABILITY**

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

It is, however, made clear that in case the Allottee, without first notifying the Promoter and without giving to it the opportunity to inspect assess and determine the nature of the purported structural defect or defect in workmanship, alters the state and condition of such purported defect, then the Promoter shall be relieved of its obligation to rectify such purported defect and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

#### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking(s) / mechanical parking spaces 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 panel / sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and only if the Allottee has been granted right to park its vehicle thereat, and the common portions / service areas (excluding parking areas) shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

#### **16. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

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

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Buildings or anywhere on the exterior of the Building Complex, 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 New Complex. The Allottee shall also not remove any wall including the outer and the structural / load bearing wall of the Apartment.

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

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said 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 building plan has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter shall be at liberty to create mortgages and/or charges in respect of the Project / said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

**21. BINDING EFFECT**

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

**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Project, 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 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 of the Apartment bears to the total carpet of all the Apartments / Units in the Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

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

## **30. NOTICES**

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

## **31. JOINT ALLOTTEES**

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

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

### 33.1 ARBITRATION:

- (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be referred for arbitration to an arbitral tribunal comprising of three individuals, one arbitrator to be appointed by the Promoter and the Lessee / Transferor and the other to be appointed by the Allottee / Transferee and the third to be appointed by so appointed two arbitrators and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
- (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled to enforce the award.
- (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

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

### 34. NOMINATION/TRANSFER BY THE ALLOTTEE:

34.1 Before taking actual physical possession of the said Unit in terms hereof and execution and registration of the Transfer Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee / charge calculated @3% (three percent) of the price at which the Allottee agrees to transfer the said Unit to his nominee or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation and similar fee / charge shall be payable for all

subsequent nominations as well **And Subject Nevertheless To** the following terms and conditions:

- i) In case so required by the Promoter or the nominee of the Allottee, the Allottee shall join in and also cause all intervening nominees to join in the deed of transfer as parties;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to such transfer / nomination / alienation shall be payable by the Allottee or its nominee / transferee;

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

34.3 Transfer of the said Apartment after execution of the Deed of Transfer of the said Unit in favour of the Allottee shall not be governed by this clause.

35. **OTHER PROVISIONS:**

35.1 To the extent KMDA is liable to indemnify the Lessee / Transferor on account of title under the Head Lease, the benefits of such indemnity, if and when received, shall be shared by the Lessee / Transferor with the Allottee.

35.2 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the Project / said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Project or the said Premises or the sub-lease sub-letting transfer or disposal of the other Units in the Project / Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Lessee / Transferor are restrained from construction or development of the Project or the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Lessee / Transferor may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Lessee / Transferor for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Lessee / Transferor or any of them.

35.3 Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Flats / Apartments / units and spaces or store-rooms or constructed areas or parking spaces at the Project / Said Premises.

- 35.4 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Apartments may have the exclusive open to sky Terrace / Gardens attached to their respective apartments and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.5 The Allottee shall within 6 (six) months of completion of transfer apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.6 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.7 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.8. The Promoter shall have the right to grant / allot to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings / blocks at the said Premises and also the covered spaces in the Buildings/blocks (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 35.9 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sub-lease, sub-let and/or part with the possession of the same and/or to deal with and dispose off the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Lessee / Transferor (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories

on the roofs for the time being of the Buildings / Blocks and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sub-lease sub-let transfer deal with or dispose off the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Lessee / Transferor (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Lessee / Transferor shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roof(s) for the time being of the Building / Blocks or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.12. The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.13 The properties and rights hereby agreed to be allotted to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.14 For the purpose 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 and/or NBFCs. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for transfer of the said

Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

- 35.15 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her/ its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as is necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, and shall adhere to the time line for submitting to the provisions of West Bengal Apartment Ownership Act, 1972. The Allottee and the other allottees shall keep the Promoter and the Lessee / Transferor fully indemnified with regard to the aforesaid provisions.;
- 35.16 The Allottee shall be and remain responsible for and indemnify the Lessee / Transferor and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the Project / 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 Lessee / Transferor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Lessee / Transferor and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.17 In case any mechanical parking system is installed at any place in the Project / said Premises, the same shall be erected installed managed maintained and upkept by and at the costs and expenses of the allottee thereof.
- 35.18 The Project / New Complex at the said Premises shall bear the name "**Anantmani**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.22 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED  
LESSEE / TRANSFEROR:**

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

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_



## SCHEDULES

### THE FIRST SCHEDULE ABOVE REFERRED TO:

#### **PART-I (said Plot)**

**All That** the piece and parcel of land together with structures standing thereon containing an area of 5.93 acres be the same a little more or less situated and lying at Plot belonging to KMDA at Maniktala in CIT SCHEME VII-M, Kolkata and being Municipal Premises No. P1/3, CIT Road, Scheme VII(M), Kolkata 700054 within Police Station Maniktala and shown thus within "BLUE" borders on the **First Plan** hereto annexed and all and butted and bounded in the following manner:

|              |   |  |
|--------------|---|--|
| ON THE NORTH | : | Partly by Municipal Road and partly by Ultadanga Tram Depot  |
| ON THE EAST  | : | Partly by Municipal Corporation Road and partly by land occupied by West Bengal Housing Board              |
| ON THE SOUTH | : | Partly by Land occupied by West Bengal Housing Board and partly by Land occupied by Small Scale Industries |
| ON THE WEST  | : | Partly by Ultadanga Main Road and partly by Land occupied by Sukanta Chatrabas                             |

#### **PART-II (KMDA Plot/ Housing Board Common Area Retained Plot)**

**All That** the piece and parcel of land measuring 0.93 acre be the same a little more or less and 1.00 acre of open land be the same a little more or less, situate lying at and being divided and demarcated portions of the said Plot described in **Part-I of the First Schedule** above;

#### **The Boundaries of 1.00 acre being the KMDA/Housing Board Common area:**

|              |   |  |
|--------------|---|--|
| ON THE NORTH | : | By retained plot area  |
| ON THE EAST  | : | By land and building belonging to West Bengal Housing Board      |
| ON THE SOUTH | : | By land and building belonging to West Bengal Housing Board      |
| ON THE WEST  | : | Partly by land belonging to SSI and partly by retained plot area |

#### **The Boundaries of 0.93 acre being the retained plot area:**

|              |   |  |
|--------------|---|--|
| ON THE NORTH | : | About 4 acres of land (being the said Premises) to be developed by the Developer herein  |
| ON THE EAST  | : | Partly by the KMDA/Housing Board common area and partly by 15.1 meter wide CIT Road  |
| ON THE SOUTH | : | Partly by the property belonging to West Bengal Housing Board and partly by KMDA/Housing Board common area and partly by the land of SSI and partly by the land of Sukanta Chatrabas |
| ON THE WEST  | : | Partly by 12.4 meter wide main road and partly by the land belonging to Sukanta Chatrabas  |

**PART-III**  
**(Lease Plot / said Premises)**

**All That** the piece and parcel of land together with structures standing thereon containing an area of 4.00 acres be the same a little more or less situated and lying at and being a divided and demarcated portion of the said Plot described in **Part-I of the First Schedule** above and shown verged within "RED" borders on the **first plan** hereto annexed and butted and bounded in the manner following:

ON THE NORTH : Partly By Municipal Corporation Road and Partly  
by Ultadanga Tram Depot  
ON THE EAST : By 15.1 meter Municipal Road  
ON THE SOUTH : By the retained plot  
ON THE WEST : Partly by 12.4 meter wide Ultadanga Main Road  
and partly by Ultadanga Tram Depot

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(UNIT)**

**All That** the internally unfinished **Residential Flat / Apartment bearing No. \_\_\_\_\_** containing a **Carpet Area** of \_\_\_\_\_ Square Feet [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) if any) more or less on the **tenth** floor of the \_\_\_\_\_ Tower at the said Premises described in the **Part-III of the First Schedule** hereinabove written and shown in the **Second Plan** annexed hereto, duly bordered thereon in "**Red**".

**TOGETHER WITH** open to sky terrace attached to Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor having a built up area of \_\_\_\_\_ sq.ft. and shown in the **Second Plan** annexed hereto, duly hatched thereon in "**BLUE**".

**TOGETHER WITH** Servant Quarter No. \_\_\_\_\_ (area of which is included in the built up area of the flat) on the **tenth** floor and shown in the **Second Plan** annexed hereto, duly bordered thereon in "**RED**".

·  
·

**TOGETHER WITH** the right to park one medium sized motor car at such place in the \_\_\_\_\_ of the said premises surrounding the building, exact location whereof to be identified by the Promoter on or before the Deemed Date of Possession

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**PART-I**  
**(Common Areas and Installations)**

- a) Entrance and exit gates of the said Premises.
- b) Decorated drop-off in the ground floor entrance of the Towers.
- c) Exclusive Lobby and double height entrance Foyer in the Ground Floor of each Tower.
- d) Reserved space in the open compound of the said Premises for parking of four motor cars for visitors to the flat holders and the Residents Club.
- e) Reserved space in the open compound of the said Premises for parking of two motor cars for visiting Doctor.
- f) All staircases of the building complex along with their full and half landings with stair covers on the ultimate roof (excluding those within duplex flats or connecting flats).
- g) Ultimate roof(s) of the three Towers with decorations and beautification

- h) Residents' Banquet Hall with an exclusive banquet lobby, dedicated kitchen, Store, Ladies and gents toilets and a dedicated lift.
- i) Residents' Club at first floor with;
  - (a) exclusive lounge
  - (b) well-equipped "Revito Gymnasium",
  - (c) Games Room,
  - (d) Children Games Room,
  - (e) Waiting Room,
  - (f) Spa with Changing Rooms,
  - (g) Swimming pool,
  - (h) Yoga Lawn
- j) For each Block in the Residential Area, there will be 2 (two) high end automatic lifts and centre opening sliding steel doors and one goods/stretcher lift along with lift shafts and the lobby in front of it on typical floors. Besides there will be 1 (one) lift serving basement car parking to the ground floor.
- k) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- l) Area designated for Stand-by diesel generator set with DG of reputed make of sufficient capacity installed thereat for lighting the lights at the common areas, for operation of lifts and pumps and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- m) Effective fire fighting system designed to detect and fight fire.
- n) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different flats.
- o) Underground water reservoir.
- p) Waste water and sewage evacuation pipes for the Units to drains and sewers common to the building and from there to the Sewage Treatment plant installed at the basement; the treated water being recycled for flushing and landscape irrigation purpose.
- q) Fire pump rooms in the basement.
- r) Garbage chute evacuating in the Garbage Room for each tower in the basement.
- s) Store rooms for each tower and Common Communication room in the basement.
- t) Filtration plant in the ground floor for the swimming pool.
- u) Electrical rooms in the ground floor of each tower.
- v) DG panel room in the ground floor.
- w) Common toilets in the Ground Floor.
- x) Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
- y) Space earmarked for electrical transformer with transformer of requisite rating installed thereat to cater to need of electrical power in the premise to the extent of quantum mentioned herein.
- z) The outdoor gaming facility will include (i) Badminton court (ii) Half Basket Ball Court (iii) Cricket Nets.
- aa) A decorated landscaped podium of the premises at the first Floor level.
- bb) Boundary walls.
- cc) Drivers' seating area and toilet.

**PART – II**  
**(Brief construction specifications and details of Fittings Fixtures and amenities to be provided in the said Unit)**

| SL. NO. | PARTICULARS   | SPECIFICATIONS OF THE BARE FLAT   |
|---------|---|---|
| 1.      | <b>FOUNDATION</b>   | R.C. foundation resting on cast-in-situ reinforced concrete bored piles complying with IS-2911  |
| 2.      | <b>SUPERSTRUCTURE</b>                                     | Reinforced concrete framed structure using minimum M25 grade concrete complying with IS-456/IS 1893/ IS 13920 and Fe 500 Steel reinforcement complying with IS-1786<br>RCC structure designed for the highest seismic consideration against zone III or as stipulated by code, ensuring better safety |
| 3       | <b>WALLS</b>  |   |
|         | (a) External Walls  | Common Clay bricks/Fly Ash bricks / or reinforced concrete walls  |
|         | (b) Internal Walls  | Common Clay bricks/Fly Ash bricks / and / or reinforced concrete walls  |
| 4.      | <b>ULTIMATE ROOF</b>                                      | Reinforced concrete roof with appropriate waterproofing and an under deck insulation system to the top floor flat to protect against heat   |
| 5.      | <b>FINISHES CEILING- COMMON AREAS</b>                     |   |
|         | (a) Lift lobby  | Standard POP / Gypsum Board with or without drops and finished in enamel/acrylic paint  |
|         | (b) Car Park Areas  | Cement & Sand Plaster finished in Cement Paint  |
|         | (c) Staircases, M & E services rooms/ shaft and utilities | Cement & Sand Plaster with neat POP punning. Staircases will be finished with two coats of enamel/acrylic Paint.  |
| 6.      | <b>FINISHES WALLS – COMMON AREAS</b>                      |   |
| (i)     | <b>WALL- EXTERNAL</b>                                     | Cement & Sand Plaster with cement paint and / or texture finish/ or Weather shield paint finish with glazing and/or dry cladding as per architectural drawings at designated areas  |
| (ii)    | <b>WALL- INTERNAL</b>                                     |   |
|         | (a) Corridors, Staircases, Landing and other areas        | Cement & Sand Plaster with neat POP punning finished in two coats of enamel and/or acrylic Paint  |
|         | (b) Car Park Areas  | Cement & Sand Plaster finished in Cement Paint  |
|         | (c) Ground Floor Entrance Lobby                           | Cement & Sand Plaster finished in combination of neat POP punning, texture paint and Marble or Granite cladding at designated areas   |
| 7.      | <b>FLOOR- COMMON AREAS</b>                                |   |

|     |   |   |
|-----|---|---|
|     | (a) Staircases including landings and corridors at car park level, and typical floors | Finished in polished Green Marble or Kota stone or Pre-moulded tile   |
|     | (b) Lift lobby/ Vestibule   | Quality imported marble with matching skirting with or without inlay works at designated areas  |
|     | (c) Other common areas  | Screed concrete   |
| 8.  | <b>WINDOWS</b>  | Standard section of Anodized/Powder Coated Aluminium and/or UPVC casement with clear toughened double glazed glass inserts with sound attenuation arrangement with matching fittings and will be provided with guard bars |
| 9.  | <b>LIGHTNING PROTECTION</b>   | Lightning Protection- In compliance with IS 2309  |
| 10. | <b>DRIVEWAY</b>   | (a) Reinforced concrete slab with hardener to carpark, / driveway   |
|     |   | (b) Stone and/or paver block and/or bituminous compound   |
|     |   | (c) Duly finished greeneries at designated places around driveway   |
| 11. | <b>FIRE SUPPRESSION &amp; DETECTION</b>   | (a) Provision of adequate fire fighting system with wet risers and fire sprinklers connected to Fire Reservoir and fire pumps.  |
|     |   | (b) Evacuation points and refuge platforms for human safety as per regulation   |
|     |   | (c) Smoke detectors and fire sprinklers in common areas and flats.  |
|     |   | (d) Both way Public Address system at all floors  |
|     |   |   |
| 12. | <b>FINISHES CEILING- APARTMENT UNITS</b>  |   |
|     | (a) Living, Dining, Entrance Foyer, Bedrooms, Study, , Store and other areas          | Bare Concrete   |
|     | (b) Kitchen, Bathrooms, W.C   | Bare Concrete   |
|     | (c) Servants Quarter  | Cement & Sand Plaster with neat POP punning   |
| 13. | <b>FINISHES -WALLS APARTMENT UNITS</b>  |   |
|     | (a) Living, Dining, Bedrooms, Study, Entrance Foyer, Store and other areas            | Bare Concrete/ Brick work (external only. No internal partition brick works to be done by the promoter)   |
|     | (b) Kitchen, Bathrooms, W.C   | Bare Concrete/ Brick work (external only. No internal partition brick works to be done by the promoter)   |
|     | (c) Servants Quarter  | Cement & Sand Plaster with neat POP punning   |
| 14. | <b>FLOOR- FOR APARTMENT UNITS</b>   |   |

|     |  |  |
|-----|--|--|
|     | (a) Entrance Foyer, Living and dining      | Bare   |
|     | (b) Bedrooms, Study and internal staircase | Bare   |
|     | (c) Master Bedroom                         | Bare   |
|     | (d) Bathrooms, W.C                         | Bare   |
|     | (e) Kitchen                                | Bare   |
|     | (f) Store / Servant Quarter                | Quality Indian marble flooring and/or ceramic tile flooring  |
| 15. | <b>FITTED DOORS</b>                        | Main Door- Salwood door frame with flush shutters having spirit polish teak veneer finished on both faces along with Door Lock, Handle and Magic Eye.<br><br>Internal Doors- Not provided  |
| 16. | <b>SANITARY WARES</b>                      | Not Provided   |
| 17. | <b>CP FITTINGS</b>                         | Soil and Waste Water piping will be provided. Separate domestic and flushing Water Piping will be provided at single point in each toilet at the location of shafts. Further piping and plumbing including installing CP & sanitary fixtures will be within the scope of the customer. |
| 18. | <b>PIPING SYSTEM</b>                       | Dual Piping system provided within shafts upto the Toilet entry of the said unit; further reticulation within the toilet is in allottee's scope  |
| 19. | <b>KITCHEN</b>                             | kitchen to be finished by the allottee. Piping from the cooking Gas Bank will be provided up to the metering point; Further reticulation within the kitchen is in allottee's scope   |
|     |  | Dual source of water supply provided within shaft upto the kitchen entry of the said unit; further reticulation within the kitchen is in the allottee's scope  |
| 20. | <b>TV/ TELEPHONE POINTS</b>                | Compatible wiring which can be hooked up to a cable television network will be provided in a junction box at the entry of the unit.  |
| 21. | <b>WATER PROOFING</b>                      | Water proofing to floor(s) of the kitchen, Bathrooms, W.C., Balcony, Planter Boxes, Terraces, Landscape Deck, Ultimate Roof, Pool and Open terraces will be done by the promoter after the piping / plumbing work is completed by the allottee   |
| 22. | <b>AIR CONDITIONING</b>                    | Not Provided   |
| 23. | <b>ELECTRICAL WIRING &amp; FITTINGS</b>    | Power will be provided at the DB of Flat entry. Internal reticulation will be within the scope of allottee.  |
|     |  | Electrical call bell at main entrance door;  |

|     |                           |   |
|-----|---------------------------|---|
|     |                           | Connection of Intercom/EPAX with the Reception & Security, and with all other apartments of the complex.  |
| 24. | <b>POWER &amp; BACKUP</b> | (a) 24 x 7 Power  |
|     |                           | (b) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) Watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker. |
|     |                           | (c) Instant change over between mains and auto synchronized DG set  |
| 25. | <b>SECURITY</b>           | (a) CCTV monitoring for common areas  |
|     |                           | (b) Compatible wiring for Panic Alarm system will be terminated at a junction box at flat entry. Further reticulation will be within the scope of customer.   |
|     |                           | (c) Video door phone will be in promoter's scope.   |

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structures and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the towers and enjoyed or used by the co-lessees in common with each other, main entrance and exit gates, landings and staircases of the towers and enjoyed by the co-lessees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the new complex so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Residents' Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the new complex (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the new complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **LEASE RENT:** The Lease Rent payable to KMDA in terms of the Head Lease
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

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

| Head  | Price (Rs.) |
|---|-------------|
| Apartment No. _____, Floor _____; Tower _____; Carpet Area _____ <b>Sq.ft</b> ; Built-up Area _____ <b>Sq.ft</b> ; Maintenance Chargeable Area _____ <b>Sq.ft</b> ; together with the right to park one medium sized motor car in the _____ of the said premises surrounding the building |             |
| <b>Total Price:</b>   | /-          |

**Note :** Taxes payable on the total consideration mentioned above are payable extra.

**PART-II**

**(Installments / Payment Plan)**

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**Mani Realty Projects Private Limited**" or by online payment (as applicable) as follows:

**PAYMENT SCHEDULE:**

| Events                             | Amount(RS.)          |
|------------------------------------|----------------------|
| On booking                         | 10% of Consideration |
| On completion of piling            | 10% of Consideration |
| On completion Ground floor roof    | 10% of Consideration |
| On completion of 3rd Floor Roof    | 10% of Consideration |
| On completion of 9th Floor Roof    | 10% of Consideration |
| On completion of 16th Floor Roof   | 10% of Consideration |
| On completion of 23rd Floor Roof   | 10% of Consideration |
| On completion of the Ultimate roof | 10% of Consideration |
| On erection of lifts               | 10% of Consideration |
| On Possession                      | 10% of Consideration |
| <b>TOTAL</b>                       | <b>Rs ____</b>       |

(Rupees \_\_\_\_\_) only



**Annexure "A"**

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PLOT** shall mean all that piece and parcel of land containing an area of 5.93 Acres more or less belonging to KMDA at Ultadanga Junction Kolkata, fully described in **Part-I** of the **First Schedule** hereunder written.
- iv) **LEASE PLOT / SAID PREMISES** shall mean an area of 4 (four) acres more or less being the divided and demarcated portion of the Said Plot fully described in the **Part-III** of the **First Schedule** hereunder written.
- va) **KMDA PLOT/HOUSING BOARD COMMON AREA** shall mean an area of 1 (one) Acre more or less being the divided and demarcated portion on the southern side of the Said Plot to be used as common play ground/open space exclusively by the residents of adjacent West Bengal Housing Board Buildings and the Occupants of the LIG Tenements at the Retained Plot (defined below), duly constructed and completed by the Lessee / Transferor herein in terms of the Principal Agreement (defined below).
- vb) **RETAINED PLOT** shall mean an area measuring about 0.93 Acres more or less being the divided and demarcated portion of the Said Plot where the Lessee / Transferor herein has duly constructed and completed the buildings containing LIG tenements, Covered Car parking spaces and Community Block according to specifications provided in the Principal Agreement.  
  
The said "**KMDA Plot/ Housing Board Common Area**" and the said "**Retained Plot**" are collectively described in the **Part-II** of the **First Schedule** hereunder written.
- vi) **PRINCIPAL AGREEMENT** shall mean the Agreement dated 9<sup>th</sup> April, 2008 entered into between Kolkata Metropolitan Development Authority (**KMDA**) and Fort Projects Private Limited, with regard to the Said Plot, as supplemented / modified by the letter dated 18/4/2011 from Fort Projects Private Limited to KMDA and the subsequent reply thereto of KMDA to Fort Projects Private Limited dated 24/5/2011.
- vii) **HEAD LEASE** shall mean the Deed of Lease dated 23rd December 2017 made between Kolkata Metropolitan Development Authority (KMDA) as the Lessor, Abasan Realty LLP as the Lessee and Fort Projects Private Limited as the Developer / Confirming Party and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I Volume

No.1901-2018 Pages 7337 to 7379 Being No.1901100147 for the year 2018, whereby and whereunder KMDA granted lease of the said Lease Plot / said Premises to the Lessee / Transferor herein for a Term of 99 Years commencing on and from the date of execution thereof (with option of renewal as therein mentioned), at the rent and on the terms and conditions therein contained.

- viii) **NEW COMPLEX** shall mean the new residential/commercial complex, comprising of 3 (Three) Towers namely (i) "**Gandharya**" (formerly named as "**Grande**"), (ii) "**Sadashiva**" and (iii) "**Mahadeva**" and other constructions, at the said Premises in accordance with the plan sanctioned by The Kolkata Municipal Corporation.
- ix) **ALREADY CONSTRUCTED AREAS** shall mean (i) the **Tower "Gandharya" (formerly named as "Grande")**, constructed and completed in all respects, which is habitable and the application for completion certificate is receiving attention in the office of KMC; (ii) the Basement of the entire New Complex; (iii) the Ground Floors of all the 3 (Three) Blocks; (iv) the Ground Floor Parking Area with its Roof; (v) Podium (being the roof of ground floor) connecting all the 3 (Three) Blocks; (vi) Superstructure of the Tower "Sadashiva" upto the 18<sup>th</sup> Floor; (vii) Superstructure of the Tower "Mahadeva" upto the 27<sup>th</sup> Floor, which have been constructed and/or caused to be constructed by the Lessee / Transferor till date;
- x) **EXCLUDED AREAS** shall mean the said Completed Tower in "Anant Mani" "**Gandharya**" (formerly named as "**Grande**") and 162 numbers of car parking spaces, details whereof are mentioned in the Development Agreement. To clarify, the Excluded Areas and the Remaining Saleable Areas (as defined below) constitute together the New Complex.
- xi) **PROJECT** in relation to this agreement shall mean the construction / development and transfer of the entire New Complex at the said Premises **Excluding** the **Excluded Areas** (hereinbefore defined).
- xii) **REMAINING SALEABLE SPACES** shall mean all sanctioned and/or to be sanctioned and/or saleable area/s constructed and/or to be constructed by the Developer in accordance with the Development Agreement and the sanction plan/s in the New Complex at the said Premises (including those that may be additionally sanctioned) to comprise in various flats, units, apartments, shops, showrooms, constructed spaces etc., and all other saleable rights and constructed spaces [including (but not limited to) the top roofs of the Buildings / Blocks / Towers at the New Complex at the said Premises, the Common Areas and Installations, parking spaces in the basement/s (if any) and the ground floor of the Buildings / Blocks / Towers as also at the open space at the ground level in the said Premises and all tangible, intangible properties and commercial benefits advantages and rights and all other benefits accruing/derivable from the Leased Plot / said Premises such as hoardings,

signages, bill-boards etc.] **save and except** the **Excluded Areas**.

- xiii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all persons who from time to time have acquired or agreed to acquire from the Promoter and taken possession of any Unit in the Project.
- xiv) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the New Complex as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the New Complex and save and except the same no other area, part, portion, equipment or installation shall form part of the Common Areas and Installations.
- It is clarified that** the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments or / commercial space(s), exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments or / commercial space(s), and other open and covered spaces at the Premises and the Buildings / Blocks which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.
- xv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the occupants of the New Complex.
- xvi) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the New Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xvii) **UNITS** shall mean the independent and self-contained Flats / Apartments (herein called "**Flats / Apartments**") and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Project / New Complex and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and

also the proportionate undivided share in the common areas and installations, attributable thereto.

- xviii) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the New Complex and mechanical parking space in the compound of the said Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles.
- xix) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xx) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xxi) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the New Complex, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Maintenance Chargeable Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Unit agreed to be acquired by the Allottee.
- xxii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the New Complex **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xxiii) **SAID APARTMENT / UNIT** shall mean the Residential **Flat / Apartment** No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the \_\_\_\_\_ Tower of the New Complex morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and **wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Flat / Apartment **and**

**further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the triple height balcony and/or the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xxiv) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 10th September 2021 and registered with the Additional District Sub-Registrar, Sealdah, in Book-I, Volume No.1606-2021, Pages 142991 to 143050 Being No.160603531 for the year 2021, whereby the Lessee / Transferor appointed the Promoter as the developer for the Project;
- xxv) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xxvi) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxvii) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxviii) **ARCHITECTS** shall mean Architect Subir Basu of 4, Broad Street , Kolkata 700019 or such other Architects as may be appointed by the Promoter from time to time for the Project;
- xxix) **ADVOCATES** shall mean Saraogi & Co., Advocates of No.7B Kiran Shankar Roy Road, Kolkata 700001 appointed for the said Project at the said Premises;
- xxx) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2012030110 dated

23.03.2013, which was renewed / revalidated by the KMC and shall include Building permit no. 2023030053 dated 13.10.2023 in terms whereof additional floors have been sanctioned on the tower Sadashiva and Mahadeva, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Lessee / Transferor (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents and the same is valid upto 12.10.2028

- xxxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxxiii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxxiiii) The expression **ALLOTTEE** shall be deemed to mean and include:
  - (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;

**Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the leasehold interest in and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings / Blocks and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) not to use the ultimate roof of the Building(s) / Block(s) or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the 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 or things therein or thereat or in any other common areas of the premises.

- (h) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Blocks / New Complex save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. 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 Apartment / Unit.
- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (k) not to alter the outer elevation of the Buildings / Blocks / New Complex or any part thereof nor decorate the exterior thereof or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes nor allow or permit any other person to do so.
- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units.
- (n) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings / Blocks / New Complex and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Flats / Apartments agreed to be allotted to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with the possession



of their parking spaces independent of their Flats / Apartments to any other allottee / transferee of Flat / Apartment in the New Complex and none else.

- (s) In case any Open Terrace or triple height balcony be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sub-lease sub-let transfer or assign such Open Terrace / triple height balcony independently (i.e. independent of the Apartment / Unit owned by such Allottee);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace (and not the triple height balcony) into a garden lawfully without in any manner affecting the structural stability of the Buildings / Blocks.

- (t) In the event any Allottee has been allotted any car parking space within the Project, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
  - (ii) The Allottee shall not be entitled to sub-lease sub-let 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 the possession of such Parking Space, independent of his Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at

the driveways pathways or passages within the said premises or any other portion of the 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 Company with regard to the user and maintenance of the parking spaces in the said New Complex 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 and the Lessee / Transferor with regard thereto.
- (u) In the event any Allottee has been allotted any servant's quarter, whether jointly with the Flat / Apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sub-lease sub-let transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with the possession of such servant's quarter, independent of his Unit,;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the 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 and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (w) 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.

- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including teflon sheeting / *Shamianas* etc.
- (z) 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, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Lessee / Transferor 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.
- (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings / Blocks as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Lessee / Transferor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Lessee / Transferor and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.

- (cc) not to fix or install air conditioners in their respective Flats / Apartments / save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, On being pointed out by the promoter / maintenance in charge the Allottee shall forthwith remove the air conditioner/s.
- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings / Blocks / New Complex 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 Buildings / Blocks / New Complex and if so done, such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the Flat / Apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings:-
  - i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings / Blocks / New Complex or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Lessee / Transferor and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings / Blocks / New Complex or the said Premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
  - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
  - v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.4/= (Rupees four) only per square foot per month of the Maintenance Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
  - vi) 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 CESC Ltd., from its consumers for the delay payment of its bills).
- (hh) to observe such other covenants as be deemed reasonable by the Promoter and/or the Lessee / Transferor and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and

demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Buildings / Blocks / New Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Buildings / Blocks / New Complex.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Lessee / Transferor responsible for the same in any manner whatsoever.