

AGREEMENT FOR SALE

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

By and Between

1) DR. SMARAJIT ROY, PAN: AMBPR3790B, son of Late Ranjit Roy, by faith Hindu, by occupation business, by nationality Indian and **2) MRS. MANJULA ROY, PAN: AMBPR3789G**, wife of Dr. Smarajit Roy, daughter of Late Nripendra Lal Basu, by faith Hindu, by occupation business, by nationality Indian, both are residing at Flat No: 9G, Tower 2, Diamond City South, 58, M.G.Road, P.O: Paschim Putiari, P.S: Haridebpur, Kolkata: 700041, both represented by their Constitute Attorney **MR. SOUVIK BANERJEE, PAN: AKLPB2013M**, son of Shyamal Banerjee, residing at 21/2 S. N. Chatterjee Road, P.O: Behala, P.S: Behala, District: South 24 Parganas, Kolkata: 700038 authorized vide Development Agreement cum General Power Of Attorney bearing number 160706153 of 2019, book number: I, volume number 1607-2019, page number 193723 to 193784 dated 07.06.2019 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest,executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

PROPERTYMEN REALTY PRIVATE LIMITED PAN: AAICP3421F, CIN: U45400WB2015PTC208294, a company incorporated under the Companies Act, 2013, having its registered office at Unit No: 626, Sixth Floor, "HMP House" 4, Fairley Place, P.O: GPO, P.S: Hare Street, Kolkata – 700001, West Bengal, represented by its Director/ Authorized Signatory _____ PAN No._____, son of _____ residing at _____ , P.O_____, P.S _____, Kolkata - _____, West Bengal, authorized vide resolution of the Board of Partners dated _____ hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

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

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

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

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

WHEREAS:

1. Badan Chandra Kumir @ Badan Chandra Kumar and Surendra Nath Kumir @ Surendra Nath Kumar were the recorded owners of 2.29 Acre land in R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S: Thakupukur, P.O: Joka, District South 24-Parganas. During their life, they have mutually separate and demarked their share in equal proportion.
2. Thereafter said Badan Chandra Kumir @ Badan Chandra Kumar died intestate leaving behind Makhan Chandra Kumir @ Makhan Chandra Kumar as son and Jamuna Polo, Panchami Bhowmik and Lila Bag as daughter.
3. Makhan Chandra Kumir @ Makhan Chandra Kumar died intestate leaving behind Lakhimani Kumir @ Lakhimani Kumar as wife, Prasad Kumir @ Prasad Kumar and Mrityunjoy Kumir @ Mrityunjoy Kumar as sons and Mahamaya Polo and Mahasakti Makhal as daughters.
4. Thereafter Deed of Partition bearing no: 7209 of 1988 registered in the Office of District Sub Registrar, Alipore, South 24 Parganas and recorded in the Book: 1, Volume No: 181, Page No: 1 to 13 was executed between Lakhimani Kumir @ Lakhimani Kumar, Prasad Kumir @ Prasad Kumar, Mrityunjoy Kumir @ Mrityunjoy Kumar, Mahamaya Polo, Mahasakti Makhal on the 1st Part; Jamuna Polo on the 2nd Part; Panchami Bhowmik on the 3rd Part and Lila Bag on the 4th Part alongwith other terms and conditions, as contained therein. Whereas by virtue of the said Deed of Partition the 1st Part became owner of 30.5 decimal land and the 2nd Part became owner of 28 decimal land and 3rd Part became owner of 28 decimal land and 4th Part became owner of 28 decimal land under R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S:

Thakupukur (Presently Haridevpur), P.O: Joka, District South 24-Parganas.

5. By virtue of a Deed of Conveyance bearing no: 7213 of 1988 registered in the Office of District Sub Registrar, Alipore, South 24 Parganas and recorded in the Book: 1, Volume No: 181, Page No: 42 to 47 said Panchami Bhowmik sold her entire share of 28 decimal land be little more or less under R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S: Thakupukur (Presently Haridevpur), P.O: Joka, District South 24-Parganas to Prasad Kumir @ Prasad Kumar alongwith other terms and conditions, as contained therein.
6. By virtue of a Deed of Conveyance bearing no: 7214 of 1988 registered in the Office of District Sub Registrar, Alipore, South 24 Parganas and recorded in the Book: 1, Volume No: 181, Page No: 48 to 53 said Jamuna Polo sold her entire share of 28 decimal land be little more or less under R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S: Thakupukur (Presently Haridevpur), P.O: Joka, District South 24-Parganas to Prasad Kumir @ Prasad Kumar alongwith other terms and conditions, as contained therein.
7. Thereafter by a Deed of Conveyance bearing no: 4532 of 1990 registered in the Office of District Sub Registrar, Alipore, South 24 Parganas and recorded in the Book: 1, Volume No: 105, Page No: 166 to 172 said Prasad Kumir @ Prasad Kumar sold 6 Cottah 10 Chittak 12 Square Feet under R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S: Thakupukur (Presently Haridevpur), P.O: Joka, District South 24-Parganas to Smarajit Roy alongwith other terms and conditions, as contained therein.
8. And by another Deed of Conveyance bearing no: 4641 of 1990 registered in the Office of District Sub Registrar, Alipore, South 24 Parganas and recorded in the Book: 1, Volume No: 107, Page No: 214 to 221 said Prasad Kumir @ Prasad Kumar sold 6 Cottah 12 Chittak 18 Square Feet under R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S: Thakupukur (Presently Haridevpur), P.O: Joka, District South 24-Parganas to Smarajit Roy alongwith other terms and conditions, as contained therein.
9. The said Smarajit Roy, thereafter duly mutated his name in the office of the Kolkata Municipal Corporation and the said premises was mutated and numbered as 71, Srijani, P.O: Joka, Kolkata – 700 104 and the said

land was duly mutated at office of the BL&LRO, Thakurpukur, Maheshtala Block and recorded under Khatian No: 7128.

10. By a Deed of Conveyance bearing no: 4642 of 1990 registered in the Office of District Sub Registrar, Alipore, South 24 Parganas and recorded in the Book: 1, Volume No: 107, Page No: 222 to 228 said Prasad Kumir @ Prasad Kumar sold 6 Cottah 9 Chittak 35 Square Feet under R.S. Dag No: 285, R.S. Khatian No: 241 of Mouza: Kalua, J.L. No: 22, P.S: Thakupukur (Presently Haridevpur), P.O: Joka, District South 24-Parganas to Manjula Roy alongwith other terms and conditions, as contained therein.
11. The said Manjula Roy, thereafter duly mutated her name in the office of the Kolkata Municipal Corporation and the said premises was mutated and numbered as 71/1, Srijani, P.O: Joka, Kolkata – 700 104 and the said land was duly mutated at office of the BL&LRO, Thakurpukur, Maheshtala Block and recorded under Khatian No: 7129.
12. By Deed of Gift bearing no: 160706675 of 2019 registered in the Office of Additional District Sub Registrar, Behala and recorded in the Book: 1, Volume No: 1607-2019, Page No: 211941 to 211964, Smarajit Roy gifted 500 Square Feet or 11 Chittak 5 Square Feet under R.S. Dag No: 285, R.S. Khatian No: 241 corresponding to L.R. Dag No: 431, L.R. Khatian No: 7128 of Mouza: Kalua, J.L. No: 22, P.S: Haridevpur (Previously Thakupukur), P.O: Joka, District South 24-Parganas to Manjula Roy alongwith other terms and conditions, as contained therein.
13. By Deed of Gift bearing no: 160706676 of 2019 registered in the Office of Additional District Sub Registrar, Behala and recorded in the Book: 1, Volume No: 1607-2019, Page No: 211965 to 211988, Manjula Roy gifted 500 Square Feet or 11 Chittak 5 Square Feet under R.S. Dag No: 285, R.S. Khatian No: 241 corresponding to L.R. Dag No: 431, L.R. Khatian No: 7128 of Mouza: Kalua, J.L. No: 22, P.S: Haridevpur (Previously Thakupukur), P.O: Joka, District South 24-Parganas to Smarajit Roy alongwith other terms and conditions, as contained therein.
14. Thus Smarajit Roy and Manjula Roy became the Joint owners of Premises No: 71 and 71/1, Srijani, P.O: Joka, Kolkata – 700 104.
15. Thereafter they applied before the Kolkata Municipal Corporation for amalgamation of the abovementioned two premises on 6th November, 2019 and the said Premises No: 71/1, Srijani was amalgamated with

Premises No: 71, Srijani on 6th November, 2019 by the Kolkata Municipal Corporation under Assessee No: 711432504947.

16. The Owner and the Promoter have entered into a Development Agreement dated 23rd day of February, 2023 registered at the office of the District Sub-Registrar – I, South 24 Parganas and recorded in Book No: I, Volume No: 1601-2023, Pages from 16777 to 16828 bearing No: 160100434 of the year 2023.
17. Subsequently the Owner and the Promoter have decided to develop the said Housing Complex and for that purpose have entered into Joint Development Agreement cum Power Of Attorney bearing number 160706153 of 2019, book number: I, volume number 1607-2019, page number 193723 to 193784 dated 07.06.2019 executed by the Owners of the One Part and the Promoter of the other Part and registered in the office of the Additional District Sub-registrar, Behala, South 24 Parganas, the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement;
18. The Said Land is earmarked for the purpose of building a residential project, comprising oneGround plus Threestoried buildings and the said project shall be known as 'BREATHE' ("Project").
19. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
20. The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation vide Plan No: 2021160203 dated 22/07/2021 to develop the Housing Complex / this project. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
21. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project dated 01/09/2021 bearing no. C2021160203;
22. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration.
23. The Allottee had applied for an apartment in the Project vides application no. _____ dated _____ and has been allotted

apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

24. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
25. 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;
26. 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;
27. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph 23;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph 23;

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

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

[AND]

[if/as applicable]

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

[OR]

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

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment

within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

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

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

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

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

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of 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 along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable specifically mentioned in Schedule D for maintaining common areas and other common parts and facilities as specifically mentioned in Schedule E. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting

equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ 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 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. The Allottee has paid a sum of Rs _____ , (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment 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 as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, 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 or online payment (as applicable) in favour of '**PROPERTYMEN REALTY PRIVATE LIMITED**' payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the specifications of the Apartment as mentioned in Schedule F and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density

norms and provisions prescribed by the Kolkata Municipal Corporation and any other competent authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

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 _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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/they/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, 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 to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on

its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall 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.

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

Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the

total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter and Owner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees subject to reserved rights as mentioned in Schedule G ;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter and Owner in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

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

12. DEFECT LIABILITY:

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

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their/its 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/their/its obligations in

respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. The Allottee shall also required to abide by the regulations and restrictions as laid down under Schedule H.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartmentor 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 name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. as the case may be and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of a 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/their/its own cost.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof

and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the 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:

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

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office at Kolkata or at some other place at Kolkata as may be decided by the Promoter, 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 Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

For Allottee

_____ Name of Allottee

_____ (Allottee Address)

For Promoter

PROPERTYMEN REALTY PRIVATE LIMITED

Unit No: 626,

Sixth Floor,

“HMP House”

4, Fairley Place,

P.O: GPO,

Kolkata – 700001

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

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 Arbitrator in accordance with the the Arbitration and Conciliation Act, 1996.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE: (INCLUDING JOINT BUYERS)

(1) _____

(2) _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

(1) _____

(Authorized Signatory)

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNER:

(1) _____

(2) _____

(Constituent Attorney)

WITNESSES:

1. Signature _____

Name

Address _____

2. Signature _____

Name

Address _____

THE SCHEDULE -A ABOVE REFERRED TO
(THE PROJECT/HOUSING COMPLEX)

ALL THAT piece and parcel of land classified as 'Bastu' (previously Shali) measuring about little more or less 20 Cottah 0 Chittak 20 Square Feet in R.S. Dag No: 285, R.S. Khatian No: 241 corresponding to L.R. Dag No: 431, L.R. Khatian No: 7128 & 7129, Mouza: Kalua, J.L. No: 22, P.S: Haridevpur (Previously Thakupukur), P.O: Joka, District South 24-Parganas, in the State of West Bengal under Premises No: 71, Srijani, Ward No: 143 of Kolkata Municipal Corporation externally bordered in **GREEN** and marked **ANNEXURE-1** and thereon butted and bounded in the manner following, that is to say:-

ON THE NORTH : By part of R.S. Dag No: 3745

ON THE SOUTH : By part of R.S. Dag No: 285

ON THE EAST : By KMC Road

ON THE WEST : By R.S. Dag No: 474

THE SCHEDULE -B ABOVE REFERRED TO
(THE SAID UNIT)

ALL THAT the Unit No. _____ on the _____ Floor of the Building admeasuring _____ Sq.Ft (Carpet Area) corresponding to _____ Sq.Ft (Built Up Area) and _____ Sq.Ft (Super Built Up Area) in the project named "**BREATHE**" under construction on the Schedule-A Land demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** the right to use _____ Car Parking Space (Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

THE SCHEDULE -C ABOVE REFERRED TO

(TOTAL PRICE INCLUDING EXTRA CHARGES & DEPOSITS)

		UNIT COST	
	Demand	Unit __ along with right to use __ Parking Space	GST
On Application	___/-	___/-	As applicable
On issuance of Booking Letter	10% (less ___/-)		As applicable
On Agreement	10%		As applicable
On completion of Foundation	10%		As applicable
On completion of Ground Floor Roof Casting	10%		As applicable
On completion of 1 st Floor Roof Casting	10%		As applicable
On completion of 2 nd Floor Roof Casting	10%		As applicable
On completion of 3 rd Floor Roof Casting	10%		As applicable
On completion of Brickwork of the floor	10%		As applicable
On completion of Inside Plaster	5%		As applicable
On completion of Flooring of the unit	5%		As applicable
Possession	10%		As applicable
Total	100%		As applicable

Note:

Stamp Duty & Registration charges will be on actual and Payable at the time of Registration of Agreement & Conveyance of the unit.

THE SCHEDULE-D ABOVE REFERRED TO
(COMMON AREA MAINTENANCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed

- upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lesseees/ occupiers of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
 15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
 16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
 17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment
 18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
 19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Maintenance Body it is reasonable to provide.
 21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building.
 22. Any other expense for common Purpose.

THE SCHEDULE-E ABOVE REFERRED TO
(THE COMMON PARTS & FACILITIES)
(Common Parts , Portions and Amenities)

1. Septic Tank

2. Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
3. Pathways, driveways, installations and security arrangements not exclusive to any segment.
4. Drains and sewers from the premises to the Municipal Duct.
5. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
6. Boundary walls of the premises including outer side of the walls of the building and main gates
7. Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto
8. Transformer(if required), electrical wiring meters and fittings and fixtures for lighting common areas
9. Management/Maintenance Office
10. Round the Clock Security arrangements with CCTV and intercom
11. Main entrance Gate
12. Fire Extinguishers(if any)
13. 24Hrs water supply
14. Dedicated communication system for telephone(if any)
15. The water pump, the pump room, water reservoir and distribution pipes
16. Durwans Room(if any)
17. Cable connection
18. Landscaped Garden
19. Space for puja etc.
20. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
21. Toilets and bathrooms on the ground floor of the building for use of durwans, drivers, maintenance staff(if any)
22. Walk-ways
23. Decorative entrance
24. The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the building.
25. Earmarked area of Roof demarcated for common use
26. Overhead Water Tank
27. Lifts and their accessories installations and spaces required therefore.

THE SCHEDULE – F ABOVE REFERRED TO
(SPECIFICATIONS)

Superstructure

Reinforced Cement Concrete

Brick work

AAC block/Brick

Elevation

Modern Elevation

External finish

Waterproof paint

Internal finish

Wall putty

Flooring

Tiles (Vitrified/Rectified/Ceramic)

Kitchen

Granite slab with sink

Toilet

Quality sanitary ware and cp fittings

Windows

Aluminium sliding windows with grill

Doors

Flush door

Electricals

Conceal wiring with modular switches

Lift

6 Passengers elevator

Power back-up

Optimum power back-up facility for common areas by Diesel Generator

Basic power back-up for light, fan in apartments

THE SCHEDULE-G ABOVE REFERRED TO **(RESERVED RIGHTS)**

The Promoter will be entitled to following reciprocal easements and other reserved rights as provided hereunder:

1. The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
2. The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate and in the best interest of the Allottees in order to serve the entire project.
3. The right of non-exclusive easement for ingress and egress over through across such walkways, pathways, stairways and other rights of way serving the Apartments and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until completion of the Project.
4. Until the sale and transfer of all the Apartments the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
5. The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables, channels and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.

6. The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
7. The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
8. The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.
9. The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with sanctioned plan** in such manner as the Promoter may think fit and proper.
10. The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the building may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the building and its Occupiers.
11. To the free and uninterrupted access for laying of all water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Apartment.
12. To erect scaffolding for the purpose of repair, cleaning or painting the Building notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit.
13. Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
14. The Promoter shall retain for itself, its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person

- the right to park upon any portion of the property not designated as a parking area until the completion of the Project.
15. The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.
 16. The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
 17. Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

THE SCHEDULE -H ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Apartment the Allottee agrees and covenants -

1. To co-operate with the other Apartment Owner and the Promoter in the management and maintenance of the said New Building.
2. To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter.
4. To allow the Promoter with or without workmen to enter into the said Apartment for the purpose of maintenance and repairs but only with 24 hours prior intimation to the Apartment Owner.
5. To pay charges for electricity in relation to the said Apartment Unit wholly and proportionately relating to the common parts and also

undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the building.

6. Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
8. Not to do or cause anything to be done in or around the said Apartment Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment Unit or adjacent to the said Apartment Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
9. Not to damage demolish or cause to damage or demolish the said Apartment Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment Units in the building or which may cause damage to any other portion of the building in any manner.
10. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
11. Not to affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts , without approval of the Promoter.

12. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
14. Not to use the said Apartment Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents of the other portions of the said building or buildings or occupiers of the neighboring premises or.
15. Similarly shall not to keep in the parking place anything other than allotted motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
16. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment unit.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate may be put outside the main gate of his Apartment.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by

- the Promoter and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
23. Not to bring in any contractor or any labour or mason of his own so long as the said building is not handed over by the Promoter to the Association.
 24. Watchman, driver, domestic servants or any other person employed by the Apartment Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
 25. The Apartment Owner must submit photographs of their domestic helps and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
 26. Visitors cars will not be allowed to be parked inside the premises.
 27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
 28. Any work men temporarily employed by any Apartment Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment Unit shall be carried out between 8 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association of FMC as the case may be.
 29. The Apartment Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
 30. All visitors to the respective Apartments will be filtered at the entrance and permitted entry only on proper authorization from the Apartment Owner.
 31. Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places or to close any open verandahs.
 32. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building nor shall anything be projected out of any window of the Building.

33. On payment of the applicable charges to use the Community Hall(if any) for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
34. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable/permmissible limits so as not to cause any annoyance to the other Owners and/or occupiers.
35. To carry out all interiors and/or decorations during 8 A.M. to 6 P.M. without creating any annoyance or disturbance to the other Owners and/or occupiers.
36. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
37. To remain fully responsible for any pets which may be kept by the Apartment Owners and In no event shall dogs and other pets be permitted on elevators/lift or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge.
38. Not to use or permit to be used the passenger lifts for the purpose of carrying furniture, fixtures, garbage, waste material etc.
39. To carry out proper pest control treatment in the said Apartment Unit at the cost of the Purchaser.
40. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
41. Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place

- only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex.
42. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
 43. Not to use the Apartment or any part or portion thereof, for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
 44. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment Unit nor to permit or suffered to be done into or upon the Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
 45. Not to arrange any public function in any part of the property, except with the permission of the Promoter/ Association as the case may be.
 46. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
 47. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
 48. The Allottee shall not object to the sale of any unsold stock such as, car/two wheeler parking space etc. by the Vendor to any other person and/or persons as the Vendor in their absolute discretion may deem fit and proper.
 49. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said building. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc shall not be done or permitted within the said building and the Apartment Owners shall strictly abide by maintaining such rule/restriction. The Apartment Owners of all caste, creed and religion shall be bound by this.

50. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
51. Not to install any air conditioner, except in the approved places.
52. Not allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged. The Promoter may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoter with the Service Provider shall be honored for the term of the Agreements/contract.
53. Pay such further deposits as required by the Promoter/FMC/Association time to time.
54. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the FMC or the Association as the case may be.
55. Gratings, if any, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
56. The lobby should be kept clean at all times.
57. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex.
58. No tenant will be allowed to occupy any Apartment unless such tenant is introduced to the Promoter or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment for security purposes.
59. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
60. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
61. No cooking will be allowed in the Common areas and Parking spaces by the Apartment Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body or the Association.
62. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.

63. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
64. Car parking stickers should be obtained from the Promoter, Maintenance Body or the Association to track authorized vehicles.
65. The Promoter, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that:
 - i. The fit-out works are carried out in accordance with the approved plans;
 - ii. The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body/Association;
 - iii. All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment, shall be undertaken at the expense of the Allottee;
 - iv. The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities;
 - v. All Apartments shall be used for residential purpose only.
66. The Promoter will hand over the Fit-Out Rules at the time of handing over possession. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association.
67. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment and further the Owner or occupier of any Apartment shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas

shall be used for no other purpose than for the normal transit through them.

68. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders.
69. No Apartment Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment if the same shall disturb or annoy other occupants of the building.
70. Each Owner shall keep such Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
71. No article shall be allowed to be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building.
72. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner in whose Apartment it shall have been caused.
73. No bird or domestic animals shall be kept or harboured within the property without abiding by the municipal by-laws and regulations. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
74. The Apartment Owner is not to fix any radio or television aerial, antenna, electrical and telephone installation, machines or air-conditioning units, equipment or any gadget on the exterior or roof or terrace of the building or any window antenna excepting that the Apartment Owner shall be entitled to avail of the cable connection facilities provided to all.
75. If any electrical points are installed on shear wall/RCC Wall of the Apartment then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.

76. Garbage from the Apartments must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area.
77. No vehicle belonging to a Apartment Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle.
78. The Apartment Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment Owner shall be entitled to avail of the cable connection facilities provided to all.
79. After the Purchase the Apartment Owner shall get his Apartment mutated. In case of default by the Apartment Owner/Lessee, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Apartment Owner subject to the Apartment Owner's bearing and paying all costs, charges and expenses including professional fees.
80. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
81. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
82. Use the spittoons / dustbins located at various places in the Project.
83. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
84. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
85. Not to install or keep or run any generator in the Said Apartment/Unit.
86. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

87. Not to overload the passenger lifts and move goods only through the staircase of the Building.
88. Not to cover the Common Areas and balconies/terraces (if any) of the said Apartment/Unit.
89. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted, except specific design of grill as fixed by the Promoter/Architect and with the cost and expenses of the Allottee, in the balconies which disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
90. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the project. The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the project by affixing posters, hanging festoons or doing any other act.
91. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit.
92. The Allottee shall not make the Promoter responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Promoter shall however make all reasonable efforts to set right the same as soon as possible.
93. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Promoter in connection with or for common purpose or incidental to any services of the said Complex.
94. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
95. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
96. House rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association by the Holding Organization.
97. Not to do anything or prevent the Promoter from making further or additional constructions on any day notwithstanding any temporary disturbance in the Allottee's enjoyment of the Said Unit.

98. Not to raise any objection in the Promoter's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of the Building and the considerations for these rights will be received by the Promoter.
99. To allow the co-owners and occupants to enjoy the right of easement and/ or quasi easements at the Units provided for the purpose.
100. To co-operate with the other co-owners and the Promoter / FMC in the management and maintenance of the said Project.
101. To observe the rules framed from time to time by the Promoter / FMC.
102. To deposit the amounts reasonably required with the FMC towards the liability for rates and taxes and other outgoings.

ANNEXURE - 1

Copy of the proposed lay-out plan and future proposed development

ANNEXURE -2

Copy of the Floor Plan

ANNEXURE - 3

Maintenance Rules

THESE RULES WILL APPLY TO ONLY THOSE FACILITIES AND AMENITIES WHICH ARE PROVIDED BY THE PROMOTER IN THE PROJECT AS PER AGREEMENT.

Sl.No	Maintenance Area	Item No	RULES
1.	SECURITY SERVICES	i	Keeping a record of visitors entering the premises
		ii	Prevent any trespassing through the premises
		iii	Guarding the premises
		vi	Switching On/Off common lights

		v	The operation of water supply when needed
		vi	The operation of D.G. set when needed
		vii	The operation of Fire Fighting equipment when needed
2.	GARDEN	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iii	Use of pesticides and herbicides to get rid of insects.
		iv	Minimise use of foot and vehicle traffic on growing grass.
3.	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided.
		iv	Music should be within set decibel & time limits and as per law.
4.	GYM/Cardio Zone	i	Usage of adhesive tape on

			floor not allowed.
		ii	AMC of equipments to be maintained.
		iii	To be used at specified timing only
		iv	Outdoor shoes not to be permitted inside the Gym.
		v	Keep a first-aid kit ready
		vi	Daily floor cleaning is recommended
		vii	Belts, chains and cables should be aligned with machine parts.
		viii	Fire extinguisher should be functional at all times.
		ix	Entry and exit should be marked and monitored.
5.	WATER TANKS	i	Should be cleaned at regular intervals by a trained agency.
		ii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iii	Trained plumber to check water supply pipe lines .
6.	MUNICIPAL WATER	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;

		iii	It is recommended to clean pipes at regular intervals.
7.	SEPTIC TANK	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically
8.	STORM WATER DRAINAGE	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage
		iv	The outlet of the storm drainage should be covered with gratings.
9.	GARBAGE COLLECTION	i	Dry and Wet garbage should be segregated as mandated by municipalities.
		ii	Garbage bags should be used

			for maintaining heigene.
10.	LIFT/ELEVATOR	i	AMC to a reputed service provider /agency .
		ii	The electrical connections, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.

		x	Smoking, Drinking and eating should be prohibited within the elevator.
11.	FIRE FIGHTING EQUIPMENT	i	AMC for Fire extinguishers
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Regular mock fire drill exercises should be done
		iv	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		v	In case of fire, the evacuation procedure should be well defined
		vi	Assembly point in the building compound should be clearly indicated.
UNIT INTERNAL MAINTENANCE RULES			
12.	INSTALLATION OF AIRCONDITIONER	i	Should be installed at pre-designated point.
		ii	In case of split AC, the compressor unit should be installed with firm support.
		iii	In case of leaking pipes to get the same repaired immediately.
		iv	All wires should be passed

			through ducts.
		v	Open wiring outside the walls is not allowed.
		vi	No core cutting should be done in beams or columns or slabs for ducting purposes.
		vii	Inverters must be mounted on a firm level surface.
13.	COOKING GAS	i	Ensure proper ventilation and follow norms laid down by Gas agency.
		ii	Children should not operate any equipment.
		iii	Gas cylinder installation should be carried out by Gas supply agency.
		iv	Do not accept a gas cylinder with safety cap broken.
		v	The cylinder or the gas hose pipe should be placed away from heat source.
		vi	Turn the regulator to 'OFF' position when Gas not in use.
		vii	Periodically check the gas valve, hose pipe condition for any leak.
		viii	Change the gas pipe(rubber tube) every six months.
		ix	In case of Gas leakage, do not switch on or off any

			electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.
14.	CCTV OF INDIVIDUAL FLATS	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should be displayed.
15.	DISH TV OF INDIVIDUAL FLATS/UNITS	i	The Antenna should be installed at the pre-designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
16.	PLUMBING	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood,

			medicines, glue, plastic or any hard substance is not pushed down the drain.
17.	MATTERS THAT NEED PERMISSION FROM GOVERNING BODY OF BUILDING/PROMOTER	i	Repair/Renovation to be done Pest treatment Installing TV Antenna Putting grill in balcony Putting security door outside the entrance

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