

DRAFT FORMAT

AGREEMENT FOR SALE

This Agreement for Sale (“**AGREEMENT**”) executed on this [] day of [] 2024

BY AND BETWEEN

SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED, having its (CIN: U93000WB2014PTC199352) (PAN:AAUCS1358J), a company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 and having its Registered Office at Chitrakoot Building 230A, A.J.C Bose Road, 7th Floor, Room No 3 Kolkata-700020, represented by _____, son of _____, aged about ____ years, by religion _____, by occupation _____, by nationality _____, residing at _____ hereinafter referred to as the “Owner”(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest, executors, administrators and permitted assignees) of the FIRST PART.

AND

GOODLUCK INFRADEVELOPERS PVT LTD., having its (CIN: U72100WB2010PTC147305 and PAN No: _ AADCG8092Q) , a company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 and having its Registered Office at Dimond Heritage, Unit No. 301D, 3rd Floor, 16 Strand Road, Kolkata-700001, represented by-----, son of -----, aged about ----- years, by religion-----, by occupation -----by nationality-----, residing at-----, hereinafter referred to as the “Promoter” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest, executors, administrators and permitted assignees) of the SECOND PART

AND

[If the Allottee is a company]

[](CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [], represented by its authorized signatory Mr. [], (PAN[], (Aadhaar No. [], son of[], residing at[],duly authorized vide board resolution[] 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 THIRDPART.**

[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 [], (Aadhaar No[], son of [], residing at [], duly 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) **of the THIRDPART.**

[OR]

[If the Allottee is an Individual]

Mr./Ms. [] (Aadhaar No[]son/ daughter of[], aged about[] years, residing at[], 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. [] (Aadhaar No[]) aged about[], son of[], residing at[], 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 mean the members or member for the time being of the said[]HUF, and their respective heirs,

executors, representatives, successor-in-interest, administrators and permitted assignees) of the **THIRDPART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) "Section" means a section of the Act;

WHEREAS:

- A. The Owner has represented to the Allottee that:
 - (i) The West Bengal Housing Infrastructure Development Corporation Ltd. was the absolute owner and well seized and possessed of the Project Land being

ALL THAT Land admeasuring 4120.836 square metres (1.018 Acres) more or less (subject to survey and actual measurement), comprised in Street No. 775, Plot IID/24 in Block IID, New Town, under Mouza Noapara, J.L No. 11 within P.S - New Town, in the District of North 24 Parganas.

- (ii) While thus being seized and possessed of the Subject Land, the said West Bengal Housing Infrastructure Development Corporation Ltd transferred the Project Land in favour of SANMARG PRIVATE LIMITED by virtue of an Indenture of Sale dated 17.10.2011, since been registered before the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City and incorporated in Book No. I, CD Volume No. 20, pages from 4649 to 4663, being No. 11972 for the year 2011, for setting up of "Modern Printing Press including other offices" under the principal use "Business".
- (iii) Thereafter the said SANMARG PRIVATE LIMITED entered into the scheme of arrangement made under Section 391 to 394 of the Companies Act, 1956 between itself as demerged company or transferee company and SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED as resulting company and BALAJI HIGHTS PRIVATE LIMITED as transferor company and as per the aforesaid Scheme said SANMARG PRIVATE LIMITED demerged their Real Estate Division to SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED, which is morefully described in the "SCHEDULE -A" and "SCHEDULE -B" of the "Annexure A" of the aforesaid Scheme of Arrangement, and BALAJI HIGHTS PRIVATE LIMITED got amalgamated with SANMARG PRIVATE LIMITED which is morefully described in the "SCHEDULE -C" of the aforesaid Scheme of Arrangement which is effected on and from 1st April, 2014.
- (iv) In order to sanction the aforesaid Scheme of Arrangement the aforesaid companies filed an application before the Hon'ble High Court at Calcutta being Company Petition No. 292 of 2015 in connection with Company Application No. 28 of 2015 and after reviewing the aforesaid Scheme of Arrangement the Hon'ble High Court at Calcutta sanctioned the proposed Scheme of Arrangement by virtue of an Order dated 17.02.2016.
- (v) Therefore, by virtue of the aforesaid order dated 17.02.2016 of Hon'ble High Court at Calcutta, the right and interest of Real Estate Division including the Project Land of said demerged company /Transferee Company was transferred and vested, from the said transfer date, in favour of said resulting

company, pursuant to the section 394(2) of the companies act, 1956. Accordingly, the said company, SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED became the exclusive owner and occupier of the Project Land with absolute right of ownership. Accordingly, SANMARG NEWS AND ALLIED SERVICES PRIVATE LIMITED has been possessing the Project Land exclusively, openly, peacefully, incessantly, uninterruptedly, acquiring an indivisible right, title, interest, and possession over the Project Land, as the true and lawful owner till date.

- (vi) In the abovementioned circumstances, the Owner became the absolute and lawful owner of the property more fully described in **Part - I of Schedule A** hereto (hereinafter referred to as **"the Said Land"**)
- B. By and under a Development Agreement dated _____ 2023 made between the Owner and the Promoter hereto as Developer therein and registered with the office of _____ in Book No. ____, Volume No. _____, Pages _____ to _____, Being No. _____ for the year _____, the Owner has granted the exclusive right of development in respect of the said Land and construction of a new commercial project thereon, in favour of the Promoter herein, which the Promoter agreed to undertake for the consideration and on the terms and conditions contained therein
- C. The said Land is earmarked for the purpose of "Modern Printing Press including other offices" under the principal use "Business" comprising several offices, spaces, showrooms, conference hall, meeting room, display room, retail counter, store room, common areas and other facilities and the said project shall be known as **Synergy ('Project')**.
- D. 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/Owner regarding the Land on which Project is to be constructed have been completed.

- E. The Promoter had applied for and obtained sanction of the building plan vide Building permit No. _____ dated _____ from NKDA (hereinafter referred to as the **said Plan** and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a commercial project comprising of one tower having _____ and ground plus _____ (____+G+____) upper floors and various car parking spaces including MLCP parking spaces but not being open parking spaces (hereinafter referred to as the "**Building**") comprising of several offices, showrooms, common areas and other facilities. The Promoter agrees and undertakes that it shall not make any changes to these layout plans in so far as the same relates to the Building in the Project except as elsewhere herein contained and/or in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The NKDA has issued the commencement certificate to develop the Project vide approval dated _____
- G. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority ("**Authority**") at Kolkata on [] under Registration No. [].
- H. The Allottee had applied to the Promoter for allotment of an office/showroom unit in the Project vide ("**Application**", details provided in **Part VI of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, the Promoter has provisionally allotted in favour of the Allottee ("**Allotment Letter**", details provided in **Part VII of Schedule B**) ALL THAT the office/showroom unit described in **Part - I of Schedule B** hereunder written ("**Said Unit**") along with such number(s) of covered or MLCP car parking space(s) excluding open car parking space, if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law,

as stated in **Part - II of Schedule B** hereunder written (“**Car Parking Space**”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Unit being annexed hereto, marked as **Part III of Schedule B** in accordance with the Specifications, marked as **Part IV of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule- D** hereto)(the Said Unit along with along with such number(s) of covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law and pro rata share in the Common Areas are hereinafter collectively referred to as “**Said Unit And Properties Appurtenant Thereto**”).

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- J. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction, independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Land, and further after inspecting, examining and

perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i) the right, title and interest of the Owner and the Promoter over/in respect of the Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the covered or MLCP car parking space(s) excluding open car parking space, if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law comprises an integral and inseparable part of the Said Unit, subject to due compliance by the Allottee of each of the stipulated

terms, to the satisfaction of the Promoter;

- v) the proposed location, lay out plan and the dimensions of each of the Said Unit and the covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law;
- vi) the Common Areas which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Unit and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the **Said Unit And Properties Appurtenant Thereto** to be used by the Allottee and the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Unit and Properties Appurtenant Thereto;

- xi) that the covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law, are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use have to be earmarked to the Allottees for facilitating the smooth functioning and use of the said spaces. In the absence of such earmarking, the use of the said spaces would result in disharmony and periodical disputes amongst the Allottees/occupants of the Units. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark the said space to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

- xii) the Specifications as also the measurements, dimensions, designs and drawings;

- xiii) the state and condition in which the Said Unit And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;

- xiv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and the Allottee hereby grant(s) and accord(s)

his/her/their/its consent to the same;

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and Rules for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- b) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Land and/or the Said Unit And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Unit And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;

- c) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- d) that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- e) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- f) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;

- g) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Unit And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.
- K. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.
- L. 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.
- M. 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 take purchase of the Said Unit And Properties Appurtenant Thereto as specified in Paragraph H of the recitals and the Owner hereby agrees to confirm such sale in favour of the Allottee.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase on the Said Unit And Properties Appurtenant Thereto, all as specified in Recital H hereinabove;
- 1.2 The **Total Price** for the Said Unit And Properties Appurtenant Thereto based on the Carpet Area of the Unit, if any, comprises of the following:
 - a. A mutually agreed composite as detailed in Part-I of Schedule C (**"Unit & CP Price"**)
 - b. The applicable Taxes payable on the Unit & CP Price as determined from time to time (**"Unit & CP Taxes"**).
 - c. The **Extra Charges** as detailed as detailed in Part-I of Schedule C
 - d. The applicable Taxes payable on the Extra Charges as determined from time to time (**"Extra Charges Taxes"**).
 - e. The **Deposits** as detailed as detailed in Part-I of Schedule C
 - f. The applicable Taxes, if any, payable on the Deposits as determined from time to time (**"Deposit Taxes"**)

For the sake of brevity, the term **"Total Price"** shall include **Unit & CP Price, Unit & CP Taxes, Extra Charges, Extra Charges Taxes, Deposits and Deposit Taxes. (if any):**

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Unit And Properties Appurtenant Thereto;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit And Properties Appurtenant Thereto to the Allottee.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in Schedule-C. 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 in respect of the Said Unit And Properties Appurtenant Thereto includes (1) pro rata share in the Common Areas and (2) cost of covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project

to be used by the Allottee as permissible under the applicable law as provided in the Agreement

- 13 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 and taxes, which may be levied or imposed by Competent Authority or any other 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/taxes 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.
- 14 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule- 'C'**(hereinafter referred to as the "**PAYMENT PLAN**").
- 15 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be mutually agreed by the Promoter and the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 16 Except as disclosed to the Allottee in this Agreement (including in Clause J above) 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, amenities described herein in respect of the Said

Unit And Properties Appurtenant Thereto or the Project, as the case may be, without the previous written consent of the Allottee.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building/Tower is complete and the Completion 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 or if no rate is specified then on the pro rate basis.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the rights of the Allottee is limited to f the Said Unit And Properties Appurtenant Thereto as mentioned below
- (i) The Allottee shall have exclusive ownership of the Unit
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. 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

Promoter, Owners, other co-owners, occupants, maintenance staff etc. without causing any inconvenience and hindrance to them and as per rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the association of allottees or to the allottees in trust for association of allottees; and

- (iii) That the computation of the Total Price in respect of the Said Unit And Properties Appurtenant Thereto includes recovery of price of appertaining land, construction of [not only the said Unit but also proportionately] the common areas, covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project to be used by the Allottee as permissible under the applicable law internal development charges as per agreed specifications , external development charges as per agreed specification, taxes, cost of providing up to the Unit the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for ____ months and includes cost of all other facilities and amenities, if any, provided within the Unit and/or the Project and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above.

- (iv) The Allottee has the right to visit the Projects to assess the extent of development of the Project and his Unit, as the case may be, with

prior written intimation and appointment. The Allottee shall comply with all requisite safety measures during such site visit and inspection.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Said Unit And Properties Appurtenant Thereto shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and except as disclosed to the Allottee as per clause 'J' above. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Unit Ownership Act, 1972, if applicable.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings

collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Unit And Properties Appurtenant Thereto to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit And Properties Appurtenant Thereto, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12 The Allottee has paid a sum equivalent to 10% of the Total Price (excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Unit And Properties Appurtenant Thereto at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Unit And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Part II of Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Part II of Schedule-C** through A/c Payee cheque/demand draft or online

payment (as applicable) in favour of “ _____ ” payable at Kolkata. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit And Properties Appurtenant Thereto 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/it under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit And Properties Appurtenant Thereto, if any, in his/her/its name 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 as disclosed at the time of registration of the Project with the Authority and towards handing over the Said

Unit And Properties Appurtenant Thereto to the Allottee and the Common Areas to the Association, as the case may be, after receiving the Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). 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/THE SAID UNIT AND PROPERTIES APPURTENANT THERETO:

The Allottee has seen the proposed layout plan of the Unit and proposed specifications, amenities and facilities in respect of the Unit and accepted the payment plan, floor plan, layout plan and the specifications, amenities and facilities 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 plan, floor plan, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the NKDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT AND PROPERTIES APPURTENANT THERETO:

7.1 **Schedule for possession of the Said Unit And Properties Appurtenant Thereto:** The Promoter agrees and understands that timely delivery of the possession of the Said Unit And Properties Appurtenant Thereto to the Allottee along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Unit And Properties Appurtenant Thereto along with ready and complete Common Areas, if any, of the Project by _____, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said Unit And Properties Appurtenant Thereto.

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 become 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 allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited

with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

7.2 Procedure for taking possession: The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Said Unit And Properties Appurtenant Thereto to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate (Possession Notice). Each party agrees and undertakes to indemnify the other party in case of failure of fulfillment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be, after the issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project. The Promoter, on its behalf shall offer possession of the Unit within ____ days of receiving the completion certificate of the Project/Building containing the Unit.

7.3 Failure of Allottee to take possession of the Said Unit And Properties Appurtenant Thereto: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit 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.

7.4 Possession by the Allottee:

After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Unit And Properties Appurtenant Thereto to the Allottee, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas, Amenities and Facilities to the Association of allottees or the competent authority, as the case may be, as per the local laws.

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

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.

7.6 Compensation: The Owner 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 of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit And Properties Appurtenant Thereto (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the

registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee ,in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Unit And Properties Appurtenant Thereto, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit And Properties Appurtenant Thereto which shall be paid by the Promoter to the Allottee within 45(forty-five) days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the Land; and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project with license to the Promoter to carry out the Project thereon;
- (ii) The Owner and 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 Land and the Project except the Promoter has got a facility sanctioned by _____ for providing loan to the Promoter for construction of the Project (hereinafter referred to as the "Financial Arrangement" which expression shall include any addition or modification of the loan so sanctioned and/or paid by the bank or financial institution to the Promoter) by mortgaging the Project Land and the construction;
- (iv) There are no litigations pending before any Court of law with respect to the Land or the Said Unit And Properties Appurtenant Thereto;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Unit And Properties Appurtenant Thereto 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 and the Said Unit And Properties Appurtenant Thereto and the Common Areas, if any;
- (vi) The Owner and 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 agreed to be created herein, may prejudicially be affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement (which is subsisting at present and save and except the Development Agreement) or any other agreement / arrangement with any person or party with respect to the Land and the Said Unit And Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Owner/Promoter confirms that the Owner/Promoter are not restricted in any manner whatsoever from selling the Said Unit And Properties Appurtenant Thereto 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 Said Unit And Properties Appurtenant Thereto to the Allottee and the Common Areas, Amenities and

Facilities of the Project to the Association of allottees;

- (x) The Land is not the subject 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 Land.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Unit along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Allottees
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Promoter in respect of the Land and/or the Project.
- (xiv) That the Property is not a Wakf Property

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. The Promoter fails to provide ready to handover possession of the Said Unit And Properties Appurtenant to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to handover possession' shall mean that the

Said Unit And Properties Appurtenant is in habitable condition and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority as per the Act for the Project;

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

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

i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development of the Said Unit And Properties Appurtenant as agreed and only thereafter the Allottee be required to make the next payment without any interest; or

ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Unit And Properties Appurtenant along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Unit And Properties Appurtenant which shall be paid by the Promoter to the Allottee within 45(forty-five days) of it becoming due.

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

- i. In case the Allottee fails to make payments for two 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 as per the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit And Properties Appurtenant in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount i.e the amount paid at or before execution of this Agreement and the interest liabilities and applicable statutory taxes, if any, and stamp duty and registration fees of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and deemed to be sufficient discharge of the Promoter in respect of payment of such amount.

Without prejudice to the above, it being further agreed and the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Unit And Properties Properties Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10 DEED OF CONVEYANCE OF THE SAID UNIT AND PROPERTIES APPURTENANT:

The Promoter, on receipt of Total Price of the Said Unit And Properties Appurtenant as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer to the Allottee the right, title and interest and convey the title of the Said Unit And Properties Appurtenant Thereto as per applicable law and the Owner shall join in the Deed to concur confirm and assure such sale and to convey the proportionate indivisible share in the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and 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 Deed of Conveyance in his/her favour till payment of all dues and stamp duty and registration charges to the Promoter is made by the Allottee and on such default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. 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)

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

11 MAINTENANCE OF THE SAID UNIT AND PROPERTIES APPURTENANT/PROJECT:

11.1 The Promoter shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for months would be paid by the Allottee the Total Price of the Said Unit And Properties Appurtenant. The maintenance for _____ months on account of Maintenance Deposit has been included in the Total Price of the Unit. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the completion certificate. In the event the Allottees fail to pay

such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. However, the Allottees undertake to make necessary payments over and above such advance maintenance deposits, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed within a period of _____ months from the date of Completion Certificate for the whole Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of ____% of maintenance expenses/charge. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

**11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:
Maintenance In-charge:**

11.2.1 **Association:** The Promoter shall enable the formation of association or a body as deemed fit by the Promoter (“Association”) for the allottees of the units in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

11.2.2 **Maintenance Agency:** The Promoter may appoint one or more agencies or persons (**"Maintenance Agency/Company"**) to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (**"Common Purposes"**) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

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

11.3 **Common Areas Related:**

11.3.1 The Project shall also contain certain Common Areas as specified in **SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.

11.3.2 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed

to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Parking Space including the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.

11.3.3 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

11.3.4 The Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

11.4 Unit Related:

11.4.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.

11.4.2 **Transfers by Allottee:** The Allottee may only after a period of ____ months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to Rs. _____sq.ft on carpet area + applicable Taxes or at which the said Unit is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his/her/their/its place and stead in the records of the Promoter as the Buyer of the said Unit subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be

at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to Rs _____ per square feet) mentioned in this clause in respect of the said Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Promoter or to which the Promoter is likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of ___ months from the date of execution hereof nor to let out, sell, transfer or part with possession of the said Unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the said Unit are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

11.4.3 **Area Calculations:**

- a. **Carpet Area of Unit:** The carpet area for the Unit or any other unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

- c. **Open Terrace Area:** The net usable area of the exclusive open space (if any) attached to the Unit.

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

11.5. **Parking Facility Related:**

11.5.1 In addition to those contained in clause J above, it is clarified that the Project could also contain open spaces which are not forming part of the amenities and facilities mentioned in SCHEDULE D hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the allottees of the Units in the Project who need the same and apply for the same within the period as may be stipulated by the Promoter and the Promoter may give preference to allottees who do not otherwise have parking space in the Project and against payment of the applicable maintenance charges of Rs _____/- per annum to be paid to the Association. It being agreed that the said maintenance charges shall be fixed and can only be increased with mutual agreement with Allottee to whom such open parking space has been allotted.

11.5.2 The Allottee shall not have any parking facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this Agreement

- 11.5.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter
- 11.5.4 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision.
- 11.5.5 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the open parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concern Allottee
- 11.5.6 The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project as permissible under the applicable law, in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the Units in the Buildings/Towers and the Project.
- 11.5.7 The Allottee is aware that the MLCP spaces shall interalia comprise of mechanised parking system which will always be a dependent parking. A parking facility is dependent to and for movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle . It has been agreed that the Allottees of two different Unit may be allotted the same set of mechanized parking system which would have the provision to park two medium sized cars. The Allottee

who parks the car earlier shall park it at the upper level and the Allottee who comes later shall park the car at the lower level of the mechanized parking system. As and when the Allottee who has parked the car at the upper level wishes to take out the car, the Allottee of the lower level shall co operate and remove his car .

- 11.7 **House Rules:** The ownership and enjoyment of the Said Unit, Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Allottee shall be obliged and responsible to comply with strictly:
- 11.6.1 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.6.2 to use the Unit only for the business offices and commercial purpose in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.
- 11.6.3 that unless the right of parking is expressly granted and mentioned in Part II of Schedule B hereinabove written (Car Parking Space), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

- 11.6.4 Without prejudice to the generality of the foregoing, not to use the Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or manufacturing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.6.5 Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Unit or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 11.6.6 Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- 11.6.7 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

- 11.6.8 not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Unit.
- 11.6.9 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- 11.6.10 to maintain at his own costs, the Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.6.11 to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other co-owners/allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- 11.6.12 not to sub-divide the Unit and Car Parking Space under any circumstances.

- 11.6.13 not use or permit to be used the Unit or the Common Areas or the the space identified for him as per Part-II of Schedule B, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.
- 11.6.14 not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the Car Parking Space, if any and the Common Areas.
- 11.6.15 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 11.6.16 to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.6.17 not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- 11.6.18 not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

- 11.6.18 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.6.20 the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted covered or MLCP car parking space(s) excluding open car parking space , if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project as permissible under the applicable law the facility of such parking shall be subject to the following conditions:-
- a. The Allottee shall use only the space identified for him as per Part-II of Schedule B hereto for parking;
 - b. The Allottee shall use the space identified for him as per Part-II of Schedule B, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space.
 - c. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - d. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - e. The Allottee shall not grant transfer let out or part with the space identified for him as per Part-II of Schedule B independent of the Unit nor vice versa.
 - f. The the space identified for him as per Part-II of Schedule B does not confer any right of ownership of the space on which such parking facility is provided.

- g. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the space identified for him as per Part-II of Schedule B is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- h. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.

11.7.21 In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to said Unit, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-

- (a) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
- (b) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet;
- (c) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- (d) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

(e) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the said Land.

(f) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In- Charge.

(g) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the said Unit and vice versa.

(h) not to sub-divide the Open Terrace in any manner.

11.7.22 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

11.7.23 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Unit free from all hazards relating to fire.

11.7.24 to keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Unit which

may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Unit.

- 11.7.25 not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 11.7.26 not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit and the space identified for him as per Part-II of Schedule B, if any.
- 11.7.27 not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure
- 11.7.28 not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 11.7.29 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- 11.7.30 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 11.7.31 to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Promoter and all other persons entitled thereto.
- 11.7.32 to use of the Common Areas with due care and caution and not hold the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.

- 11.7.33 not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.7.34 not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.7.35 not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.7.36 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.7.35 keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 11.7.36 not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Agreement.
- 11.7.37 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Car Parking Space including MLCP parking spaces but not being open parking spaces and the other components of the Said Unit and that the Promoter shall at all times be entitled to deal with and dispose of all other units, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such

consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

- 11.7.40 To strictly abide by and ensure that all its employees, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas, common facilities and amenities, normal working hours, display of signboards, waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes. All persons temporarily or permanently engaged and/or employed by the Allottees, directly or indirectly, for and/or in connection with the business of the Allottee in the office units and/or otherwise shall be considered to be the employees of the Allottee and the Allottee shall be fully responsible and liable for all acts or omissions of its employees.
- 11.7.41 Not to claim any right whatsoever or howsoever over any unit or portion in the said Project or the premises, save the Unit
- 11.7.42 Not request or compel the Association to operate the Common Areas beyond normal working timing.
- 11.7.43 To apply for and obtain and keep valid all permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc as may be required for such use of the Unit and pay all taxes and outgoings in respect thereof. As and when required by the Promoter, the Allottee shall produce before the Promoter, all such permissions, clearances and other papers and documents in connection with its said obligation.
- 11.7.44 Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the firefighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Unit in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting

and sensing system gadgets and equipment as required under such changed circumstance in the Unit and shall keep the Unit free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Allottee.

- 11.7.45 To ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Mercantile Building and/or the Project by affixing posters, hanging festoons, spitting or doing any other act in any manner whatsoever.
- 11.7.46 To keep the Unit under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Unit and not keep any animal or reptile in the Designated Unit
- 11.7.47 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said premises or may cause any increase in the premia payable in respect thereof.
- 11.7.48 to co-operate and not to interfere with the procedures and the car parking management system installed in the Project
- 11.7.49 to affix or install any further or additional electrical points in or about the said unit with the prior written consent of Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee shall be required to submit proper electrical plans to the Promoter for approval.
- 11.7.50 Not to place or take into the lifts, without the prior approval of the Allottee, any heavy baggage, furniture, heavy articles or other goods.
- 11.7.51 Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally

upon any part of the Unit and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.

- 11.7.52 Put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor. The air conditioners used inside the Unit and its technology will have to adhere to the technology requirements of the Promoter and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefore by the Promoter.
- 11.7.53 Not to erect or install on the windows of the Unit or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Unit nor to block up, darker, or obstruct or obscure any of the windows or lights belonging to the Unit or to any part of the Mercantile Building
- 11.7.54 To keep the Unit insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Allottee may suffer due to theft pilferage. fire, destruction, leakage, flooding water-logging or otherwise.
- 11.7.55 Not to store or bring upon any part of the premises or the Mercantile Building and/or Project any arms, ammunition or unlawful goods like gunpowder, salt petrol, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material.
- 11.7.56 Not to allow any person to stay or reside at the Unit at night or beyond normal working hours.

- 11.8 **Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“Taxes and Outgoings”):-
- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit Car Parking Space including MLCP parking spaces but not being open parking spaces and/or any component related to the said Unit directly to the Municipal Authority and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or any component thereof or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the said Unit and proportionately in case the same relates to the Buildings or the said Land or any part thereof.
 - c. Electricity charges for electricity consumed in or relating to the Unit.
 - d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the said Unit against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- e. Proportionate share of all Common Expenses to the Maintenance In-charge/Maintenance Agency from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated at the rate of Rs____/- (Rupees ____ only) per Sq. Ft. per month (To be adjusted from Maintenance Deposit (Effective from date of possession) - Or on actual whichever is higher only per square feet per month of the Unit area for CAM mentioned in clause 11.4.3(f) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.
- f. Parking Facility Maintenance Charges for any space identified by the Developer.
- g. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- h. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- i. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

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

Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 11.8.3 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.8.4 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.8.5 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for

two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licencees and/or the said Unit. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

11.8.6 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee

11.8.7 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Unit shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("Liability Commencement Date"). Furthermore, with effect from the Liability Commencement Date and until the

Allottee pays all its dues towards the Promoter and the said Unit and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs._____/ - per month towards withholding charges.

11.8.8 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes

11.9 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause J above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause J above and/or the following rights and authorities at any time and from time to time hereafter:-

11.9.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without

illumination) of the brand name "SOHAM" etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the said Project and also the boundary walls of the said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "SOHAM" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

11.9.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the

putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

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

11.9.4 The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the

duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall handover the possession of the Unit on completion of the Project to the Allottee by way of issuance of a letter ("**Letter of Handover**") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

14 RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/Maintenance Company shall have rights of unrestricted access of all Common Areas, if any of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 USAGE:

Use of Basement and Service Areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and basement in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Company/Promoter for rendering maintenance services.

16 COMPLIANCE WITH RESPECT TO THE UNIT:

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost and shall not do or suffer to be done anything in or to the Unit, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the 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 Unit or place any heavy material in the common passages or staircase of the Building / Project.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of the Said Unit And Properties Appurtenant with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. 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 Unit And Properties Appurtenant, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Said Unit And Properties Appurtenant/ at his/her own cost.

18 ADDITIONAL CONSTRUCTION:

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) and disclosed, except for as provided in the Act.

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

19.1 After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Said Unit, 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 Unit.

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

20 UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

21 BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt

by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 Unit And Properties Appurtenant.

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 Said Unit And Properties Appurtenant and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said Unit And Properties Appurtenant 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 [**Schedule-C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

- 25.1 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 the 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) of the Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned 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:

Allottee:

█ Name of the Allottee,

█ [Allottee Address]

Promoter:

Name of the Promoter,

[Address]

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

32 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Unit And Properties Appurtenant, prior to the execution and registration of this Agreement for Sale for the Said Unit And Properties Appurtenant, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

33 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

34 DISPUTERE SOLUTION:

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

35 ADDITIONAL TERMS:

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

35.1 Additional Definitions

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

“Agreement” shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

“Application Money” shall mean Rs. _____ (Rupees _____ only).

“Balcony/Verandah” shall mean the balcony(ies)/verandah(s) which is/are meant exclusively for the use of an Allottee, and which comprises an integral and inseparable part/component of an Unit.

“Booking Amount” shall mean 10% (ten percent) of the Unit & CP Price, which includes the Application Money.

“Building(s)” shall mean the new building(s) consisting of various self-contained units and constructed spaces, proposed to be constructed at the Land .

“Common Expenses” shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Building, the Common Areas; and

- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.
- e) such other charges, expenses etc. as determined by the Promoter from time to time; and

each of the aforestated together with the applicable Taxes thereon.

“Common Purposes” shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Building, the Common Areas and the several facilities etc. at/of the Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Units and the Common Areas;
- c) Insurance of the Project and the Common Areas
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter ; and

- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter

“Outgoings” shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter , which shall be final and binding on all the Allottees including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.

“Super Built Area” shall mean the built-up area forming part of the Flat/Unit/Unit and such proportionate share in the common parts and portions as may be determined by the Architect for the time being in respect of the said Project and any certificate given by him shall be final, conclusive and binding

35.2 Additional Terms And Covenants Regarding The Total Price, Deposits, Extra Charges Etc., And The Payment Thereof

- i) In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter (each together with the applicable Taxes thereon) to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee as follows:-

- a) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter;
 - b) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee shall not be entitled to call upon the Promoter to hand over the Said Unit And Properties Appurtenant, and further without making payment of the Common Expenses, the Allottee and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.
- ii) In no event shall the Allottee be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottee shall only be entitled to deduct from the Unit & CP Price the amount, if any, towards the prevailing applicable tax deductible at source subject to the Applicable Laws ("TDS").
 - iii) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
 - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Unit & CP Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or

- b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Unit And Properties Appurtenant and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee, and the Allottee hereby covenant(s) and undertake(s) to make timely payment/deposit of each of such amounts in terms of the demand(s) and/or revised demands raised by the Promoter provided that in no event shall the Allottee be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee to the Promoter.
- iv) The Allottee shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee, and the Allottee covenant(s) and undertake(s) to make each of such payments as and when the same become due.
- v) The Allottee shall be bound and obliged to and undertake(s) to: (i) deposit with the

concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee in his/her/ their/its payment obligations, which shall entail the same consequences as stated herein.

- vi) In case the Promoter condones the default of the Allottee in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee and shall be without prejudice to the other rights of the Promoter.
- vii) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee as ascertained by the Promoter, and the Allottee authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all

payments made by the Allottee, and the Allottee undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.

- viii) All payments shall be made by the Allottee at the office of the Promoter against proper receipts and in no event shall the Allottee be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/ dollar cheques, shall be borne and paid by the Allottee. Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs. 1500/- (Rupees One Thousand Five Hundred only) and applicable taxes, if any, and the Allottee accept(s) and consent(s) to the same.
- ix) In the event the Allottee is a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- x) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

35.3 Additional Terms And Covenants Regarding Construction

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1

hereinabove the Said Unit And Properties Appurtenant is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- ii. The rights of the Allottee is limited to ownership of the Said Unit And Properties Appurtenant and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

35.3 Additional Terms on Defect Liability:

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Unit And Properties Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications, or alterations.
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Allottee after taking actual physical possession of the Said Unit And Properties Appurtenant, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the pu-rported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

35.4 Additional terms and covenants regarding Possession of Allottee:

- i) Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said Unit And Properties Appurtenant Thereto 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 Said Unit And Properties Appurtenant Thereto to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall not only continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**).

- ii) To be read in conjunction to clause 7.5 above where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve a 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid + GST loss + Interest for delay payment + Brokerage paid (if any) for the allotment along with all interest liabilities of the Allottee (in terms of Sec. 19 (6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is - SBI (1yearMCLR)+2%) ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

35.5. Additional terms and covenants regarding the right of the Promoter to create charge/mortgage

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.

- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Said Unit And Properties Appurtenant; and (b) upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Unit And Properties Appurtenant Thereto, to be discharged and/or released.

SCHEDULE- "A"

Part - I

[LAND]

ALL THAT piece and parcel of land measuring about 4120.836 Square meters (1.018 Acres), be the same a little more or less, comprised within Mouza- Noapara, J.L. No. 11, being Street No. 03-775, Plot IID/24 in Block IID, New Town, within P.S - New Town, in the District of North 24 Parganas, Kolkata _____ belonged to erstwhile Rajarhat Gopalpur Municipality, , along with all other rights of easements, hereditaments, messuages, rights, liabilities, interest and appurtenances thereto, a map or plan annexed hereto treated being part of this document which is butted and bound in the manner as follows :-

On the North :

On the South :

On the East :

On the West :

And delineated in the map/ plan attached as **Annexure A** hereto

SCHEDULE - 'B'

[DESCRIPTION OF THE SAID UNIT AND PROPERTIES APPURTENANT]

Part -I

(SAID UNIT)

All That the office space/showroom/ _____ No. _____ on the _____ floor in the Building being constructed on the Land as a part of the Project, having a Carpet Area of _____ sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively _____ sq.ft. more or less and _____ sq.ft. more or less, thus aggregating to a Built-up Area of _____ sq.ft. more or less.

For the purpose of registration the total super built-up area is _____.

Part II

(CAR PARKING SPACE)

All That the _____ (_____) number(s) of [covered/MLCP/stacked] space(s) at the Building/Tower on the Land, as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space.

Part III

(FLOOR PLAN)

Part IV

(SPECIFICATIONS)

SPECIFICATIONS
ENTRANCE LOBBY
Flooring - Granite/marble
Walls - Mix of marble/granite/vitrified tiles panelling paints etc
Ceiling – Decorative false ceiling with cove lighting
The lobby will be well decorated with name signages
LIFT LOBBY (OFFICE FLOORS)
Flooring - Vitrified tiles
Walls and columns - Mix of vitrified tiles & granite/POP and emulsion paint
Ceiling - False ceiling with cove lighting
LIFT LOBBIES(BASEMENT)
Floors - Vitrified tiles
Walls - Mix of vitrified tiles & granite/POP and emulsion paint
Ceiling - Plastered with POP and paint
STAIRCASES
Flooring - Tiles or cemented finish
Walls - Plaster finish with emulsion paint
Ceiling – Emulsion paint

AIR-CONDITIONING (EXTRA COST)
Provision for individual AC units.
ELECTRICALS
Provision for electrical connection at a single point in the unit
will be provided. All internal wiring/fixtures etc. will be the
responsibility of the unit holder.
DG BACK UP (AT EXTRA COST)
100% Power back up
Offices with Toilet Units
Fittings and everything including finishings to be done by users as
per their requirements. External piping and water point provision
at one point will be provided.
OFFICE SPACE
Flooring –Bare RCC flooring
Walls - POP/gypsum
Main Doors –Laminated flush door
Windows - Aluminium windows with glazing
Exterior finish - A combination of aluminium window glazing with paint finish
FIRE & SAFETY
Intelligent fire-fighting system with water sprinklers

Manual call points at exit lobbies and corridors for people to report fire
Hooters for early warning for the people for evacuation
Public address system to facilitate faster and more effective evacuation
External and internal hydrants, dedicated water tank for fire and
automatic sprinkler system
Micro processor-based fire alarm panel
Evacuation points and refuge platforms as per fire norms
Emergency control of elevators and automatic rescue devices in elevators
All entries and periphery monitored by CCTV cameras for high
security of the building
ELEVATOR
UPS/ARD in lifts
Interior luxury finish
Auto ventilation
Ropes, safety switch, lift pressurisation system, ARD and other
preventive maintenance and regular checking
Free fall protection
Emergency lights
Sensor-based door opening to avoid collision with doors
Overload sensors
Electricity & DG (At Extra Cost)
Separate communication duct to house rising cables
Maintenance-free earthing system for safe operations

Rainwater Harvesting
Rainwater from the roof and ground floor areas will be stored in a rainwater harvesting tank that will be installed in SYNERG to be reused for gardening, landscaping and ground water or charging thereby efficiently using water.
Waste and Garbage Disposal
Separate waste bins for different types of waste as per green norms.
Limiting Water Waste
Controlled flow fixtures specifically designed to limit water waste will help reduce water consumption.
Solar Power Lighting For Common Areas
SYNERG will house solar panels which will generate energy to cater to the lighting of the common areas of the building. This will make SYNERG very energy efficient and help ease CAM charges.
Energy-efficient Lights
LED lighting will be provided in the projects common areas which will consume almost 30% less electricity in comparison to other lights and decrease the energy for the building making it cost-effective.
Adequate light
SYNERG will have windows that are appropriately sized to provide a lot of daylight inside the offices creating a pleasant and energetic working environment.

SCHEDULE - "C"
[PAYMENT DETAILS]

PART-I

<u>Particulars</u>	<u>Amount in (Rs.)</u>
A. Cost of Unit including Open Terrace	XXXX/-
B. MLCP space	
Total Consideration	XXXX/- XXXX/-
C. GST @ 12% on Total Consideration	XXXX/-
EXTRA CHARGES :	
D. Generator Charges	XXXX/-
E. Legal Charges: (Payable in two Parts)	XXXX/-
F. AC Pipe/Drain line	XXXX/-
G. Association Formation Charges	XXXX/-
H. <u>Applicable Goods and Service Tax</u>	XXXX/-
DEPOSITS:	
I. Sinking Fund	XXXX/-
J. Maintenance Deposit	XXXX/-
K. Municipality Deposit	XXXX/-
<u>TOTAL PRICE (A+B+C+D+E+F+G)</u>	XXXX/-

Part-II

(Payment Plan)

Sl. No.	Event	Amount to be paid
1	On Booking	10% of Total Consideration
2	30 days from Agreement	10% of Total Consideration
3	On Completion of basement floor	10% of Total Consideration
4	On Casting of 1st Floor	10% of Total Consideration
5	On Casting of 3rd Floor	10% of Total Consideration
6	On Casting of 6th Floor	10% of Total Consideration
7	On Casting of 9th Floor	10% of Total Consideration
8	On Completion of Walls of unit	10% of Total Consideration
9	On Commencement of Building Façade	10% of Total Consideration + 50% EDC
10	On Possession	10% of Total Consideration+ 50% EDC

Other Charges will be demanded before Final Possession Notice

II. Other Charges & Deposits

1	Generator Charges	Rs. 150/sqft on SBUA
2	Legal Charges: (Payable in two Parts)	Rs. 30,000
3	AC Pipe/Drain line	Rs. 75/ sqft on SBUA
4	Association Formation Charges	Rs. 15,000
5	Municipality Deposit for 1 Year	Rs. 48/sqft on SBUA
6	Sinking Fund	Rs. 48/sqft on SBUA
7	Maintenance Deposit for 1 year	Rs. 60/sqft on SBUA
8	GST on Extra Charges (1+2+3+4)	18%
9	Nomination Charges	Rs. 150/sq.ft
9	WBSEDCL Transformer Charges	On Actuals
10	WBSEDCL Security Deposit	On Actuals
11	Lock in period	1 year from the date of Agreement

12	Mutation/ Assessment of the Said Unit/mutation fee	On Actuals
13	Applicable Stamp Duty/Registration fees and allied fees for registration	On Actuals
14	Installation of MS Grill	On Actuals
15	Interest free common area maintenance charges (CAM)	On Actuals
16	Other Govt. Charges (if any)	On Actuals

III. The above prices are exclusive of GST at prevailing rates.

IV. Above Payment Schedule, Terms & Conditions or any other detail can be changed altered and/or modified at any time at the sole discretion of the Company.

SCHEDULE-D

[COMMON AREAS]

1. Staircase from ground to roof.
2. Lift & lift lobbies.
3. Common corridor.
4. Fourth floor level podium.
5. Common Roof
6. Common driveway.
7. Open break out zone.
8. Common landscape areas

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

SIGNED SEALED AND DELIVERED

**BY THE WITHIN NAMED
OWNER IN THE PRESENCE OF:**

SIGNED SEALED AND DELIVERED

**BY THE WITHIN NAMED
PROMOTER IN THE PRESENCE
OF:**

SIGNED SEALED AND DELIVERED BY THE

WITHIN NAMED ALLOTTEE IN THE PRESENCE OF:

