

DEVELOPER'S ALLOCATION

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ TWO  
THOUSAND NINETEEN BETWEEN

EMPORIS PROPERTIES PVT. LTD., (CIN:U45400WB2012PTC182718), (PAN: AADCE0793Q), a company under the provisions of the Companies Act 2013 having its registered office situated at No.16A, Brabourne Road, 5<sup>th</sup> floor, P.S. Hare Street, Kolkata - 700001 being represented by its Constituted Attorney PS Group Realty Pvt. Ltd., through its Authorised Signatory MR. RADHESHYAM PANCHARIA, son of Sri Bhanwarlal Pancharia, residing at 1/11, Arbinda Nagar, Post office – Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032, having Permanent Account No. AEQPP5365K (Mobile No. 98362-99925) vide a Board Resolution dated 19<sup>th</sup> day of March, 2019, hereinafter referred to as the “VENDOR/OWNER” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the FIRST PART

AND

PS GROUP REALTY PRIVATE LIMITED, (CIN: U65922WB1988PTC044915) (PAN: AABCP5390E) a company under the provisions of the Companies Act, 2013, having its registered office at 1002 EM Bypass Front Block, P.S. Pragati Maidan, P.O. Dhapa, Kolkata – 700105, represented by its Authorised Signatory MR. RADHESHYAM PANCHARIA, son of Sri Bhanwarlal Pancharia, residing at 1/11, Arbinda Nagar, Post office – Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032, having Permanent Account No. AEQPP5365K (Mobile No. 98362-99925) vide a Board Resolution dated 19<sup>th</sup> day of March, 2019, hereinafter referred to as the “DEVELOPER/PROMOTER” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the SECOND PART

AND

(1) \_\_\_\_\_ (PAN: \_\_\_\_\_) (Mobile No. \_\_\_\_\_), son/wife of \_\_\_\_\_ AND (2) \_\_\_\_\_ (PAN: \_\_\_\_\_) (Mobile No. \_\_\_\_\_), son/wife of \_\_\_\_\_, both residing at \_\_\_\_\_ hereinafter referred to as the “PURCHASERS/ALLOTTEES” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators and legal representatives) of the THIRD PART

- A. Emporis Properties Pvt. Ltd. being the Vendor/Owner herein is seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land measuring an area of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet (more or less) together with the messuages, tenements hereditaments, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) morefully described in the First Schedule stated hereunder hereinafter referred to as the said Premises free from all encumbrances whatsoever.
- B. The said Emporis Proprietors Pvt. Ltd. had been interested in developing the said premises by way of construction of new residential buildings consisting of apartments/units capable of being occupied independently and had entered into a Development Agreement dated 17<sup>th</sup> September, 2013 with PS Group Realty Pvt. Ltd. which was registered in the office of the District Sub-Registrar – III, at Alipore, South 24-Parganas in Book No. I, CD Volume No.16, pages 7119 to 7153, being No.08324 for the year 2013.
- C. In view of what is stated hereinabove a plan for construction of Residential complex was prepared and submitted before the concerned authorities of the Kolkata Municipal Corporation and the said Plan was sanctioned by the Kolkata Municipal Corporation on 24<sup>th</sup> July, 2017 bearing No.2017070061 for construction of Residential buildings comprising of apartments/units in the said premises being in an area of All That piece and parcel of land containing an area of more or less 11 Bigha, 9 Cottahs, 12 Chittacks and 38 sq. ft. (more or less) together with messuages tenements hereditaments building, sheds godowns outhouses and various structures erected thereon situate lying at and being Premises No.6, Pagladanga Road, P.S. Tangra, Kolkata – 700015, registration office Sub-District Sealdah in the District of 24-Parganas (South) morefully and particularly described in the First Schedule stated hereunder hereinafter referred to as the “Said Premises”.

- D. Thereafter, certain terms of the said Development Agreement were modified by a registered Deed of Declaration dated 23<sup>rd</sup>May, 2016 and registered at the office of the District Sub-Registrar III South 24-Parganas in Book No.I, Volume No. 1603 – 2016, pages 77701 to 77718, being No.160302486 and thereafter by an agreement dated 14<sup>th</sup>June, 2017 the Vendor/Owner and the Developer/Promoter have identified their respective allocated constructed areas of the Residential buildings to be constructed by the Developer in accordance with the said Sanctioned Plan.
- E. By a Supplementary Development Agreement dated 20<sup>th</sup> March, 2018 executed between the Vendor/Owner and the Developer/Promoter and registered at the office of the District Sub-Registrar-III, South 24-Parganas, in Book No. I, Volume No.2018 -2016, Pages 33479 to 33513, Being No.160301186 for the year 2018 the allocation of the Vendor/Owner and Developer/Promoter was further modified and the final allocation of the constructed areas was recorded between the parties thereto and the said Development Agreement dated 17<sup>th</sup>September, 2013, Deed of Declaration dated 23<sup>rd</sup> May, 2016 and Agreement dated 14<sup>th</sup> June, 2017 and Supplementary Development Agreement dated 20<sup>th</sup> March 2018 are hereinafter collectively referred to as “the Development Agreements”.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on 26/09/2018 under registration no.HIRA/P/SOU/2018/000015;
- G. In view of the commencement of construction of the Residential Complex as stated hereinabove the Purchasers/Allottees herein have approached the Vendor for acquiring All That Unit No.@@@ containing Carpet area of about \$\$\$ Sq. ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of %%% square feet aggregating to Net Area of ### square feet:

AREA	Sq. Ft
Carpet Area of Unit	
EBVT Area	
Net Area = (Carpet Area of Unit + EBVT Area)	

on the &&& floor of the said building being Tower No.\*\*\* of "JIVA HOMES" together with right to park \_\_\_ Number of car bearing no. \_\_\_\_ in the covered parking area on the floor/in the Basement of said building being Tower No. \*\*\* together with the right to use the undivided proportionate share in the land comprised in the said premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas or parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the "said Unit" which is a part of the Developer's Allocation for their exclusive use for residential purpose only.

- H. In terms of the said Development Agreements it was agreed that the Developer shall be entitled to appropriate the entire consideration amount payable in respect of the apartments and/or units allocated to the Developer and the said consideration amount paid by the Purchasers shall be inclusive of the costs of construction as well as the sale of the undivided proportionate share in the land attributable to the said apartment and/or unit and accordingly the Purchasers are completely discharged from the obligation of making payment of any consideration amount towards costs of land to the Vendor/Owner herein and the Vendor/Owner is fully satisfied in respect of receipt of the consideration amount paid by the Purchasers to the Developer herein.
  
- I. In view of the said approachment by the Purchasers the Developer/Promoter with the consent and concurrence of the Owner has agreed to sell and the Purchasers have agreed to purchase All That unit No.@@@ containing Carpet area of about \$\$\$ Sq. ft. be the same a little more or less and Exclusive

Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of %%% square feet aggregating to Net Area of ### square feet:

AREA	Sq. Ft
Carpet Area of Unit	
EBVT Area	
Net Area = (Carpet Area of Unit + EBVT Area)	

on the &&& floor of the said building being Tower No.\*\*\* of "JIVA HOMES" together with right to park \_\_\_\_ Number of car bearing no. \_\_\_\_\_ in the covered parking area on the floor/in the Basement of said building being Tower No.\*\*\* together with the right to use the undivided proportionate share in the land comprised in the said premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Unit" subject to the terms conditions covenants and stipulations as stated hereunder.

J. On or before execution of this Agreement the Purchasers have inspected, examined and got itself acquainted and fully satisfied about the title of the Vendor/Owner and Developer/Promoter in respect of the said Unit, sanctioned plan, the measurement of the Net area of the said Unit together with specifications therein and the said building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Purchasers have further agreed and undertakes to pay the entire consideration agreed to be paid to the Vendor /Owner as stated hereunder as well as various deposits and additional amount as specified hereunder to the Developer/Promoter as indicated in the Fifth Schedule stated hereunder;

NOW THIS AGREEMENT WITNESSETH as follows :-

1. DEFINITIONS :

1.1 ARCHITECT means the person for the time being appointed to act as architect both in relation to the said Residential Complex and for the purposes of this agreement.

1.2 APARTMENT/UNIT shall mean All That the Unit more fully described in the Third Schedule hereunder written.

1.3 APPLICABLE LAW shall be deemed to include the laws, acts, ordinances, rules regulations, notifications, guidelines of bye-laws for the time being in force

1.4 COMMON AREAS shall mean and include those areas of the said Residential Complex that are not allotted to a particular Purchasers but are available for the purposes of intended common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in Part-I of the Sixth Schedule hereunder written.

1.5 CARPET AREAS means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment/unit.

1.6 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Vendor/Owner/Developer/Promoter as specified in Part-I and Part-II of the Sixth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Owner/ Promoter.

1.7 COMMON EXPENSES shall mean the actual and estimated expenses to be incurred by or on behalf of the unit holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said Residential Complex and those specified under the Seventh Schedule hereto.

1.8 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Residential Complex in particular dealing with the matters of

common interest of the apartment/unit holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective apartment/units exclusively and the common areas in common.

1.9 CLUB shall mean an association of apartment/unit owners of the residential complex for common recreational facilities to be availed and enjoyed by the family members exclusively of the apartment/unit Owners.

1.10 CONDUITS shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said premises.

1.11 "Exclusive Balcony/Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.

1.12 SAID PREMISES shall mean ALL THAT piece and parcel of land containing by admeasurement an area of 11 Bighas, 9 Cottahs, 12 Chittacks and 38 Sq.ft. be the same a little more or less situate lying at and being premises No.6, Pagladanga Road, Kolkata - 700105 and morefully described in the First Schedule hereunder written.

1.13 RESIDENTIAL TOWERS shall mean constructed areas comprising of Five towers of G+12 storeys buildings together with basement and other constructed areas at the said premises.

1.14 TOWER shall mean the G+12 storey building comprising of 46 residential flats/units together with right to use the common areas, facilities and amenities provided therein.

1.15 MANAGEMENT AGENCY shall mean the maintenance agency appointed by the Vendor/Owner/Developer/ Promoter and or Association of apartment/ Unit holders for carrying out the management, administration and maintenance and



upkeep of the common areas and amenities and facilities of the said Residential Complex and the said Management Agency shall be responsible for the upkeep, maintenance and enforcement of the covenants attached and run with the said apartment/unit and other apartments/units of the said Residential Complex and the Purchasers/Allottees shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.

1.16 "Net Area" shall mean sum of the carpet area of the Unit and EBVT area

1.17 PLAN shall mean the Common Master Plan and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Kolkata Municipal Corporation vide B.P. No.2017070061 dated 24<sup>th</sup> July 2017 and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Owner / Promoter.

1.18 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the carpet area of any unit bears to the entire carpet areas of all the apartments/units of all the said Towers of the residential complex as may be determined by the architect and/or Vendor/Owner/Developer/Promoter as the case may be.

1.19 PURCHASERS/ALLOTTEES shall mean a person to whom apartment/unit have been allotted and the person shall mean as stated hereunder :-

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives;
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office;

v) in case of a company its successors and/or successors-in-office and/or interest;

1.20 RESIDENTIAL COMPLEX shall mean all five Towers of multi-storey buildings constructed at the said premises together with all common areas, facilities and amenities provided by the Vendor/Owner and Developer/Promoter and reference to Residential complex shall include apartments and/or units built up therein as the case may be.

1.21 SPECIFICATIONS shall mean the specifications as specified in the Fourth Schedule hereunder written.

1.22 THE SERVICES are whenever the Vendor/Owner and Developer/Promoter acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas and facilities as may be deemed fit and proper by the Vendor/Promoter.

1.23 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said premises, the Buildings and/or the said Apartment/Unit in the said residential complex as may be applicable.

1.24 UNDIVIDED SHARE attributable to the said apartment/unit shall mean the undivided proportionate impartible variable share restricted only in an area of land in the said Premises where the said apartment/unit has been built up in an area of the said premises.

1.25 UNIT OWNER OR ALLOTTEES shall mean a person or persons who have for the time being agreed to acquire or have acquired any apartment/unit or apartments/units situated in any Tower in the said residential complex but shall not include a tenant or licensee of such Apartment/Unit Owner.

#### INTERPRETATIONS

In this Agreement save and except as otherwise expressly provided –

- i) All words importing singular shall include plural and vice versa and words imparting the masculine shall include the feminine and neuter and vice versa.
- ii) The headings in this agreement are for ease of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- iii) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- iv) All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- v) All references to Article section and numbers refer to Articles and sections of this Agreement and all references to schedule refer to the Schedules attached hereto.
- vi) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular Article or section hereof.
- vii) Any reference to any act of Parliament or State legislature in India refers to that act as it applies at the date of this Agreement whether general or specific shall be deemed to include any amendment, replacement or reenactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notifications, consent, permission made thereunder.
- viii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.

- ix) Any covenant by the Purchasers not to do any act shall be deemed to include an obligation by the Purchasers that the Owner will not allow, suffer or permit the act to be done.

2. REPRESENTATIONS OF VENDOR /OWNER

- a) Vendor/Owner is absolute owner of the said premises and has legal/marketable title to the said premises morefully described in the Second Schedule written hereunder.
- b) There are no encroachments, easements or rights of way on, over, under or across the said premises or any part of it.
- c) The Vendor/Owner has complied the provisions involving the use or condition of the said premises including Environmental Laws or Environmental related matters.
- d) The Vendor/Owner shall grant the right of use of the undivided proportionate indivisible share of the land by way of sale in the said Premises of the said unit as agreed herein free from encumbrances charges liens mortgage.

3. TITLE AND PRE-CONTRACT INSPECTION BY PURCHASERS/ALLOTTEES

- 3.1 The Purchasers have inspected and examined the title of the Vendor/Owner and Developer/Promoter including the title documents and purchases it with full knowledge of its actual state and conditions and the Purchasers accept the title and further agrees and covenants not to make any requisitions in connection therewith.
- 3.2 The Purchasers have entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance or any representation or warranty either oral or written and whether express or implied made by or on behalf of the Owner / Promoter.
- 3.3 The Purchasers have prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said premises mentioned in the First Schedule

stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed Residential Complex.

3.4 The Purchasers shall take the unit as it shall stand as per the sanctioned plan provided however the Purchasers hereby empower to the Vendor/Owner/ Developer/Promoter to make minor additions and alterations in the said Unit subject to compliance of The West Bengal Housing Industry Regulation Act, 2017 if any.

3.5 The Vendor/Owner and Developer/ Promoter is not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee agent or any other person professing to represent the Vendor/Owner and Developer/Promoter.

4. AGREEMENT FOR SALE

4.1 The Developer out of its Allocation with the consent of the Owner has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire ALL THAT unit No. @@@ containing Carpet area of about \$\$\$ Sq. ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of %%% square feet aggregating to Net Area of ### square feet:

AREA	Sq. Ft
Carpet Area of Unit	
EBVT Area	
Net Area = (Carpet Area of Unit + EBVT Area)	

on the &&& floor of the said building being Tower No.\*\*\* of "JIVA HOMES" together with right to park \_\_\_ Number of car bearing no. \_\_\_\_ in the covered parking area on the floor/in the Basement of said building being Tower No.\*\*\* together with the right to use the undivided proportionate share in the land comprised in the said premises known as "JIVA HOMES" hereinafter collectively referred to as "said Unit" and more fully described in the Third Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities attached therewith but subject to the Purchasers making payment of all the amounts agreed to be paid by the Purchasers to the Developer/Promoter and also performing and observing all the terms and conditions hereinafter appearing.

4.2 The common areas and amenities in the said Residential Complex shall be such as shall be necessary or be required and as thought fit and determined by the Vendor / Owner / Developer/Promoter for the beneficial enjoyment of the Said Unit and such common areas and amenities shall be declared and/or identified by the Owner/Promoter in its discretion.

4.3 The undivided proportionate share in the land underneath in the premises attributable to the unit shall always remain impartible and variable.

4.4 The right of the Purchasers shall remain restricted to the Said Unit only and ingress and egress over the common paths and passages leading to the said Unit and the Purchasers shall have no right nor shall claim any right over and in respect of any other Units, constructed areas and other areas or open space of the said Residential Complex.

## 5. PURCHASE PRICE & PAYMENT

5.1 The Purchase price of the said unit is Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) only which the Purchasers shall pay in the manner as mentioned in Part I of the Fifth Schedule hereto to the Developer/ Promoter and the Developer/ Promoter agrees to construct and sell to the Purchasers the said Unit morefully described in the Third Schedule hereunder.

- 5.2 The Purchasers also agree to pay to the Developer/Promoter in addition to the said purchase price all applicable statutory outgoing and expenses on account of GST and any other taxes as may be applicable, betterment fees and all charges (in the manner as mentioned in Part IV of the Fifth Schedule hereto) and costs of extra works for any alterations in the said Unit which the Owner/ Promoter may provide at the request of the Purchasers subject to however permission and/or approval by architects and/or appropriate authorities as the case may be. The Purchasers shall also pay to the Developer/ Promoter any new development charges, levy or taxes imposed and/or made applicable by any Government and Semi-Government Authority before taking possession of the said unit.
- 5.3 In addition to the aforesaid purchase price, the Purchasers shall pay interest free deposits and additional amounts as detailed in Part-II and Part III of the Fifth Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the Said Unit to the Owner/Promoter and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Owner's/Promoter's reasonable estimation subject to subsequent accounting and settlement within a reasonable period.
- 5.4 No right title and interest of any nature whatsoever is being created in favour of the Purchasers in respect of the said Unit by virtue of this agreement until the Purchasers have paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Purchasers in respect thereof.
- 5.5 The Developer/ Promoter hereby agrees to allot to the Purchasers the Parking Space for his own use and not otherwise. Earmarking of the location and the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Purchasers the right to park only one light motorized vehicle. In case of transfer of the Unit, the right to use the Parking Space shall be automatically transferred along with the

Apartment/Unit. The right to use the Parking Space under no circumstances is separately transferable. The Purchasers agree that only the allotted Parking Space would be used exclusively for parking of his light motorized vehicle and would not be used as storage otherwise.

6. MANNER AND TIME OF COMPLETION

6.1 The Developer/Promoter is expected to complete the said Unit within 31<sup>st</sup> July, 2022, as a residential accommodation and the said Residential Complex shall be completed in the usual and normal manner including obtaining completion certificate from the appropriate authority or authorities as the case may be. A certificate issued by the Architect of the said unit in respect of measurement of Net area and quality of construction thereof shall be final conclusive and binding on the Purchasers, provided however it is made clear that in case of variations of measurement of areas of the said unit, the purchase price of the said unit shall be increased or decreased as the case may be.

6.2 MODIFICATION

The Promoter shall have right to effect suitable alterations/additions/improvements/modifications in the said sanctioned Plan and other Plan or Plans and/or layout plan of the said Residential Complex or the said unit if and when necessary as may be required by the Architect and or in accordance with provisions of the West Bengal Housing Industry Regulation Act, 2017 and the Purchasers hereby consent to the same.

7. POSSESSION

7.1 Under no circumstances the Purchasers/Allottees shall be entitled to claim possession unless all the dues of the Owner/ Promoter including those over and above the purchase price of the said unit have been fully paid and/or discharged and thereafter the Owner/ Promoter shall give notice to the Purchasers who shall within 90 (ninety) days of service of the said notice to take possession of the Said Unit provided however the common amenities



and facilities will be provided only after completion of the said Residential Complex in all respects.

7.2 The Purchasers shall take possession of the said unit on the date of possession i.e. on the 90 (ninety) day of posting of the said notice irrespective of whether the Purchasers takes actual physical possession or not and the Purchasers shall be liable to pay maintenance charges as applicable with effect from the date of possession.

7.3 The Developer/ Promoter shall deliver actual physical possession of the said unit at the time of execution and registration of the Deed of Conveyance of the said unit.

7.4 The Purchasers after expiry of 5 years from the date of taking delivery of possession of the said unit shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Unit and/or Tower and/or Residential Complex including structural defect or any other defect in workmanship in violation of an agreement. Incase of any defect as stated hereinabove is found then the Promoter hereby undertake to take remedial steps as may be required provided the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Purchasers and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc.

## 8. DEFAULT IN PAYMENT

8.1 Time is expressly declared to be the essence of this agreement.

8.2 Notwithstanding anything herein contained, in case the Purchasers commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date

and if the said payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Owner / Promoter and in such event all rights and claims of the Purchasers against the Owner/ Promoter and/or the said Unit shall stand extinguished.

- 8.3 In case of termination and/or cancellation of this Agreement, the Developer/ Promoter shall forfeit 10% (Ten percent) i.e. booking amount of the total purchase price of the said Unit to consider and interest as per applicable laws and brokerage paid if any as liquidated damages and the applicable GST payable on such Cancellation Charges and refund to the Purchasers the entire balance amount paid by the Purchasers without any interest. Provided however the Promoter shall refund the said balance amount subject to sale of the said unit to the Third Party and realization of the sale proceeds thereof. Provided however it is made clear that the Purchasers shall be at liberty to apply for refund of the GST and other taxes and Promoter shall not be liable for the refund of the same.
- 8.4 For the period of late payment or in case the Promoter condones the default of the Purchasers even for a period more than the stipulated grace period provided in the notice then and in such event, the Purchasers shall along with such dues and/or arrears, pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Promoter shall not amount to waiver of the future defaults or breaches.
- 8.5 In case of Delay on part of the Developer to complete the construction of the said Unit within the stipulated time as stated herein above, then the Developer shall pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.
- 8.6 In Case of delay on the part of the Developer to complete the construction of the paid unit within the stipulated time as stated herein above, then the purchaser shall have the option of terminate the agreement in which case, the

provisions of the West Bengal Housing regulatory act 2017 would apply to settle all the matter between the Developer and the Purchasers.

9. THE CLUB

9.1 The Club-

The Owner/Promoter proposes to set up the Club which, together with its assets and facilities, shall form part of the common areas of the Residential Complex. The Owner/Promoter reserves the right to decide the amenities and facilities to be provided in the Club. It is expected that the Club will become operational simultaneously with the completion of the Residential complex.

9.2 Club membership –

The membership of the Club shall be in the name of individual unit holder who shall be residents of the Residential Complex only (i.e. no corporate membership). However, if the owner of a Unit is other than an individual, it will be required to nominate the occupier of such Unit, who, for all purposes, will be treated as the member of the Club. The membership of the Club is compulsory for every owner of the Units and each member shall have the right of use the Club and its facilities on payment of deposits and various other charges subject to observance of rules and regulations of the Club. No right any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.

The tenants and lessees of any Unit shall also be eligible for temporary membership of the Club subject to authorisation by the Owner of Apartment / Unit.

The detailed terms and conditions of membership and rules and regulations governing the use of the Club facilities will be formulated and circulated in due course before the Club is made operational. All Allottees/members will be required to abide by these rules and regulations.

9.3 Running of the Club -

The Club will be managed, operated and maintained by the Vendor/Owner/Developer/Promoter and/or Association as shall be decided. The operational costs/charges of the Club will be included in the Maintenance Charges of the Residential Complex and be as determined from time to time by the Owner/Promoter/Developer/Promoter or the Association or Maintenance Agency, as the case may be.

9.4 No delay –

It is however made clear and understood by the Purchasers that non operation of the Club or any of the facilities to be provided therein shall not be deemed as delay in handing over the possession of the Unit and the Purchasers shall take possession of the said unit whenever the same is offered for possession by the Promoter in accordance with this Agreement.

10. COST OF SERVICES CONSUMED

The Purchasers shall pay to the service providers and/or suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the said unit including meter rents and standing charges and comply with the rules and regulations and other terms and conditions of the respective suppliers.

11. OBLIGATION OF THE PURCHASERS/ALLOTTEES

The Purchasers shall be liable for:

- i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said unit and applicable to the said Residential Complex ;
- ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
- iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;

- iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement;

12. FORCE MAJEURE

12.1 The Owner/Promoter shall not be regarded in breach if any of the terms and conditions herein contained if it Owner/Promoter is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages for the following events;

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc.;
- iii) Labour Unrest;
- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;
- v) Any prohibitory order from a Court of Law or the Local Municipal Corporation Local Municipal Corporation or any other authority or authorities as the case may be;
- vi) Delay in giving electricity connection;
- vii) Delay in granting occupancy certificate;
- viii) Any other unavoidable circumstances beyond the control of the Owner/Promoter;

13. MORTGAGE / FINANCING

13.1 The Purchasers shall have the right to obtain home loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Unit provided however the Mortgagee shall observe and perform all the covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

13.2 The Developer shall be entitled to raise loan and/or advances for the purpose and completion of the said Residential complex provided however the Vendor/Developer shall convey or transfer the said Unit free from any lien and/or charge whatsoever.

14. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PURCHASERS/ALLOTTEE

14.1 The Purchasers/Allottees are entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said residential complex in general and this project in particular. That the Purchasers/Allottees hereby undertakes to comply with and carry out, from time to time even after the Purchasers have taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are requires by any competent Authority in respect of the said Unit at his/her own cost.

15. MISCELLANEOUS

15.1 The name of the said Residential Complex shall be known as "JIVA HOMES".

15.2 The right of the Purchasers shall remain restricted to the Said Unit and in no event the Purchasers shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said Tower/building and the said Residential Complex and/or the said Premises.

15.3 The Purchasers shall not be entitled to use any car parking space at the said premises except an area specifically allotted under this agreement.

15.4 The Purchasers shall have no exclusive right in the roof of the Tower/building, any of the open spaces, open car parking spaces etc. at the said Residential Complex save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Owner/Promoter and the Owner/Promoter shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchasers herein shall be subject to the aforesaid right of the Owner/Promoter.

15.5 At or before the date of possession, the Purchasers shall deposit with the Promoter necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the

Owner/Promoter. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchasers to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchasers, then and in that event the Purchasers shall make payment of the balance amount forthwith.

15.6 The Purchasers shall not transfer or assign the rights under this Agreement within 2 years from the date of execution of this agreement and without prior written permission from the Owner/Promoter and till such time all payments under this Agreement are cleared.

16. MAINTENANCE OF RESIDENTIAL COMPLEX

16.1 The Owner/Promoter shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said Residential Complex and overall management and control of the common areas together with amenities and facilities in the said residential complex shall be transferred, conveyed and sold to the Association as per applicable laws and shall remain vested in the Maintenance Agency to be appointed by the Owner/Promoter and or Association and all decisions with respect to the management and control shall be binding on all the Purchasers of the said Residential Complex.

16.2 The Owner/Promoter and/or Association will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorated maintenance charges etc. from the unit owners/holders in the said Residential Complex. Such maintenance Agency shall be accountable to the Owner/Promoter and/or Association and for the aforesaid purpose and each of the Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Owner/Promoter and/or Association as the case may be.

- 16.3 After the Owner/Promoter appoints the said management company and/or Association all the rights and obligations of the Owner/Promoter with regard to the common purposes shall be exercised by the said management company and/or Association and the Owner/Promoter shall be freed and discharged from all the obligation in respect thereof.
- 16.4 The Owner/Promoter shall be entitled to form a separate management company and/or Association for regular maintenance of the said Residential Complex which shall prorate between all the unit holders all taxes and assessments both general and special attributable to the said Residential Complex and its percentage interest.
- 16.5 The Purchasers shall bear and pay the proportionate costs charges and expenses of the said Residential Complex together with management fees thereof to the Owner/Promoter and/or Maintenance Agency and/or Association.
- 16.6 The Owner/Promoter or Maintenance Agency and/or Association shall keep all books of account and other records of the Residential Complex in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said Residential Complex.
- 16.7 The Purchasers shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said Residential Complex.

17. ENTIRE AGREEMENT

- 17.1 This Agreement contains the entire agreement of the parties and no oral representations and warranties or statement between the Owner/Promoter and the Purchasers shall be considered valid or binding upon either of the parties.



17.2 This agreement supersedes all other representations, warranties agreements, arrangements, understandings or brochures and in no event the Purchasers shall be entitled to set up any oral Agreement.

18. SEVERANCE

If any term of this Agreement is in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

19. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

20. DOCUMENTATION AND REGISTRATION CHARGES

20.1 M/s. Khaitan & Company, of 1B, Emerald House, Old Post Office Street, Kolkata, West Bengal 700001 shall draw all documents and drafts required in connection with the purchase of the said unit and other units in the said residential complex as envisaged therein.

20.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Unit and also any other assurances deeds and documents required to be made for or in relation thereto shall be borne and paid by the Purchasers.

21. EXECUTION AND REGISTRATION OF DEED OF SALE/CONVEYANCE

21.1 Subject to fulfillments of all the obligations by the Purchasers, the Owner/Promoter shall execute and register appropriate Deed of

Sale/Conveyance of the said unit unto and in favour of the Purchasers free from mortgage and charges of whatsoever of nature provided however the Promoter shall be entitled to raise loans from any Bank and or financial institutions in order to complete the construction of the said Residential Complex.

22. NOTICE

22.1 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

23. ARBITRATION

23.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability if not settled amicably shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 or as amended from time to time, provided however the Owner/Promoter or Maintenance agency and/or Association shall have the right to mediate or arbitrate disputes between unit holders and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the unit Purchasers involved in such disputes.

24. JURISDICTION

24.1 Only the Courts having territorial jurisdiction over the said premises shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SAID PREMISES

ALL THAT piece and parcel of land containing by admeasurement an area of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet (more or less) together with the messuages, tenements hereditaments, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) and butted and bounded as follows:-

ON THE NORTH : By Pagladanga Road;  
ON THE SOUTH : Partly by Pagladanga Road and partly by the Land vested in the Government of West Bengal;  
ON THE EAST : Partly by Pagladanga Road and partly by the Land vested in the Government of West Bengal ;  
ON THE WEST : Partly by Premises No. 5 Pagladanga Road and partly by the Land vested in the Government of West Bengal;

THE SECOND SCHEDULE ABOVE REFERRED TO :

THE DETAILS OF LEGAL TITLE OF THE SAID PREMISES

A. By a Deed of Conveyance dated 27<sup>th</sup> day of August, 1960 registered in the Office of the Sub-Registrar of Sealdah District 24 Parganas in Book No. I, Volume No. 49, Pages 45 to 52, Being No. 2065 for the year 1960 and made between Smt. Juthika Das and Ors. therein described as the Vendors of the First Part and Rai Satyendra Kumar Das Bahadur & ano, therein described as the Confirming Parties of the Second Part and Amal Prokash Sur, Parimal Sur and Shyamal Sur therein jointly described as the Allottees of the Third Part, the said Smt. Juthika Das & Ors. sold, transferred, conveyed by way of sale assigned and assured All those several messuages tenements hereditaments and premises together with piece and parcel of revenue

free land containing by measurement an area of 14 Bighas 7 Cottahs 11 Chittacks and 40 sq. ft. be the same a little more or less situate lying at and being Premises No. 6 and 7, Pagladanga Road in the Suburbs of the town of Calcutta more particularly described in Part- I and Part – II of the Schedule thereunder written unto and in favour of the said Amal Prokash Sur & Ors. free from all encumbrances at or for the consideration and on the terms and conditions therein mentioned.

- B. By virtue of the said part recited registered Deed of Conveyance dated 27<sup>th</sup> day of August, 1960 the said Amal Prokash Sur, Parimal Sur and Shyamal Sur became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in free simple in possession of All those several messuages tenements hereditaments and premises together with piece and parcel of revenue free land containing by measurement an area of 14 Bighas 7 Cottahs 11 Chittacks and 40 sq. ft. be the same a little more or less situate lying at and being Premises No. 6 and 7, Pagladanga Road in the Suburbs of the town of Calcutta more particularly described in Part- I and Part – II of the Schedule thereunder written unto and in favour of the said Amal Prokash Sur & Ors. free from all encumbrances whatsoever and the said Amal Prokash Sur & Ors. duly mutated their names as absolute owners in respect thereof in the Records of the then Calcutta Corporation.
- C. By virtue of Deed of Lease dated 12<sup>th</sup> March, 1962 registered at the office of Alipore District Registration Office in Book No. I, Volume No. 12, Pages 247 to 248, Being No. 837 for the year 1962 the said Amal Prokash Sur & Ors. granted and demised a portion of the said Municipal Premises No. 6 and 7, Pagladanga Road, being All That demarcated plot of revenue free land hereditaments and premises containing by admeasurement an area of 5 Bighas, 18 Cottahs and 12 Chittacks together with brick built structures and boundary walls built up thereon within the Municipal Limits of Corporation of Calcutta hereinafter referred to as the “demised premises” unto and in favour of Sur Industries Pvt. Ltd. for a term of 21 years with right to construct sheds and structures thereon and for using the same for its own purpose.

- D. By virtue of the said registered Deed of Lease dated 12<sup>th</sup> March, 1962 the said Lessee namely Sur Industries Limited had built buildings, tin sheds, godowns, outhouses, boundary walls and various structures at the said demised premises and installed electrical installation therein.
- E. In or about the month of March, 1964 the said Amal Prokash Sur and Ors. duly applied before the appropriate authorities of the then Corporation of Calcutta for amalgamation of the said premises no. 7, Pagladanga Road, Calcutta with premises no. 7, Pagladanga Road, Calcutta and the said two premises no. 6 and 7, Pagladanga Road, were amalgamated in the Municipal records of the Calcutta Corporation and the said amalgamated premises was numbered and assessed as Premises No. 6, Pagladanga Road, Kolkata – 700015 hereinafter referred to as the said Premises.
- F. By a registered Deed of Surrender dated 16<sup>th</sup> December, 1968 registered in the office of the Sub-Registrar in Book No. I, Volume No. 49, Pages 135 to 138, Being No. 1964 for the year 1968 the said Sur Industries Pvt. Ltd. duly surrendered and yielded up the said demised premises together with all structures thereon unto and to the use of the Lessors, being the said Amal Prokash Sur and Ors. with intent and purpose that the term of 21years granted by the said Deed of Lease in respect of the said demised premises shall cease and come to an end and be forever extinguished in the reversion to the Lessors with all structures and boundary walls.
- G. By virtue of an agreement for tenancy dated 29<sup>th</sup> July, 1975 Amal Prokash Sur & others granted a monthly tenancy in respect of the said Premises unto and in favor of Sur Industries Pvt. Ltd, at an agreed monthly rent and on the terms and conditions therein mentioned.
- H. Subsequently the said Sur Industries Pvt. Ltd. by consent of the said Amal Prokash Sur and Ors. as Landlords inducted and sub-letted a part of the said tenanted portion to West Bengal State Leather Industries Development Corporation Ltd. a small scale Industry Unit of Government of West Bengal on monthly rental basis hereinafter referred to as the said "Sub-let Portion".

- I. On or about 20<sup>th</sup> May 1977 Government of West Bengal through Land Acquisition collector requisitioned some portions of shed adjacent to the said Sub-Let portion under possession of the said West Bengal State Leather Industries Development Corporation Ltd (hereinafter referred to as W.B.S.L.I.D.C. Ltd.) and a portion of an adjacent vacant land including tank and issued possession certificate dated 20<sup>th</sup> May, 1977 to the said Amal Prokash Sur &Others.
- J. Since the requisition of the portion of the said premises in question expired 25 years of requisitioned period on 17<sup>th</sup> May, 2002, the said Land Acquisition Collector Calcutta Government of West Bengal in terms of Section 10A & 10B of West Bengal Premises Requisition and Control (Temporary Provision) Act, 1947 (Act V of 1947) issued a notice dated 2<sup>nd</sup> February, 2005 whereby it revoked the said requisition and restored vacant possession of the requisitioned premises to the said Amal Prakash Sur and Ors. and the said requisitioned premises was handed over to the said Amal Prokash Sur and Ors. on 31<sup>st</sup> August, 2009.
- K. The Competent Authority of Calcutta under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 published a notice in the Calcutta Gazette dated 20<sup>th</sup> February, 2001 for acquisition of about 2 Bighas 11 Cottahs 12 Chittacks 36 sq. ft. of land of the said Premises declaring the same as the excess vacant land under the provisions of the Urban Land (Ceiling and Regulation Act, 1976) owned and possessed by the said Amal Prokash Sur and Ors. at the said Premises no.6 Pagladanga Road, Kolkata.
- L. By a further notice dated 21<sup>st</sup> February, 2003 the Authority under Urban Land (Ceiling and Regulation) Act, 1976 demanded possession of the said excess vacant land measuring an aggregate area of about 2 Bighas 11 Cottahs 12 Chittacks and 36 sq. ft. of land out of the said total areas of land held by the said Amal Prokash Sur and Ors. at the said Premises No. 6, Pagladanga Road, Kolkata and in pursuance of the said notice on or about 12<sup>th</sup> August, 2003 the said Amal Prokash Sur and Ors. issued three possession certificate

for the said aggregate area of 2 Bighas 11 Cottahs 12 Chittacks 36 sq. ft. (3465.57 sq. mtrs.) of excess vacant land in favour of Calcutta Improvement Trust as directed by the Competent Authority and the said excess vacant land hereinafter referred to as the "vested land".

- M. After vesting of the said vacant land of about 2 Bighas 11 Cottahs 12 Chittacks 36 sq. ft. the said Amal Prokash Sur and Ors. remained the absolute owners of the balance area of the land measuring 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. together with building structures, tin sheds, messuages tenements and hereditaments standing thereon comprised of the premises no. 6, Pagladanga Road, Kolkata – 700 015.
- N. By virtue of the aforesaid the said Amal Prokash Sur and Ors. became absolutely seised and possessed of or otherwise well and sufficiently entitled to in fee simple possession of All that several messuages, tenements hereditaments buildings, sheds, godowns, outhouses and various structures together with the piece and parcel of land containing by admeasurement an area of 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. be the same a little more less known and numbered as premises no. 6, Pagladanga Road in the suburbs of the town of Kolkata – 700 015 hereinafter referred to as the said premises free from all encumbrances whatsoever subject to however tenancy of the said Sur Industries Pvt. Ltd. and a portion thereof is under the occupation of their sub-tenant the West Bengal State Leather Industries Development Corporation Ltd.
- O. The said Sur Industries Pvt. Ltd. surrendered its tenancy right in respect of the said Premises together with buildings, sheds, godowns outhouses and various structures alongwith Electrical installation in the said Premises to the said Amal Prokash Sur and Ors. subject to however occupation of a portion of the said Premises by the West Bengal State Leather Industries Development Corporation Ltd.
- P. By virtue of a Deed of Conveyance dated 29<sup>th</sup> day of September, 2012 registered at the office of Additional Registrar of Assurances – I Kolkata in Book No. I, CD Volume No. 19, pages 7483 to 7506, Being No. 09285 for the

year 2012 the said Amal Prokash Sur and Ors. sold transferred conveyed assured and assigned unto and in favour of Emporis Properties Pvt. Ltd. All That piece and parcel of land containing by admmeasurement an area of 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. be the same a little more or less together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses and various structures standing thereon being premises no. 6, Pagladanga Road in the suburbs of the town of Kolkata morefully and particularly described in the First Schedule hereunder written at or for a consideration and on the terms and conditions stated therein subject to howsoever occupation of a portion of the said Premises by the said West Bengal State Leather Industries Development Corporation Ltd.

- Q. That the said West Bengal State Leather Industries Development Corporation Ltd. vide its letter dated 11<sup>th</sup> day of February, 2013 surrendered, quit and disclaimed their right title and interest in respect of their entire rented sub-let portion of the Premises no.6, Pagladanga Road, Kolkata – 700 015 and handed over vacant and peaceful possession thereof with effect from 11<sup>th</sup> day of February, 2013 unto and in favour of the Owner /Vendor herein.
- R. In view of the said part recited registered Deed of Conveyance dated 29<sup>th</sup> day of September, 2012 the Owner/Vendor is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of land containing by admmeasurement an area of 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. be the same a little more or less together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses and various structures standing thereon measuring 41,000 sq. ft. situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24-Parganas (South) hereinafter referred to as the said Premises.
- S. In order to develop the said Premises the Vendor/Owner herein applied before competent authority to obtain No Objection Certificate in



accordance to the provisions of the Urban Land (Ceiling & Regulation) Act,1976 (hereinafter referred to as the ULCRA ACT) and the said competent authority passed an order of vesting in the State of West Bengal 6 Cottahs, 2 Chittacks 3 Square feet of land forming part of the said Premises and permitted the Owner/Vendor to develop the remaining part and portion of the said Premises measuring an area of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) morefully described in the First Schedule stated hereunder hereinafter referred to as the said Premises free from all encumbrances whatsoever

- T. While submitting the plan for sanction before the Kolkata Municipal Corporation, the Vendor/Owner executed a Deed of Gift dated 11<sup>th</sup> January, 2017 in favour of the Kolkata Municipal Corporation granting 11.36 sq. mts of land out of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) and registered the said Deed of Gift at District Sub-Registrar III, Alipore South 24 Parganas and recorded in Book No. I, Volume No. 1603-2017, Pages from 3154 to 3163, Being No. 160300123 for the year 2017.

THE THIRD SCHEDULE ABOVE REFERRED TO :

THE UNIT/APARTMENT

ALL THAT unit No.@@@ containing Carpet area of about \$\$\$ Sq. ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of %%% square feet aggregating to Net Area of ### square feet:

AREA	Sq. Ft
Carpet Area of Unit	
EBVT Area	
Net Area = (Carpet Area of Unit + EBVT Area)	

on the &&& floor of the said building being Tower No. \*\*\* at 'JIVA HOMES' together with right to park \_\_\_\_ Number of car bearing no. \_\_\_\_\_ in the covered parking area on the floor/in the Basement of said building being Tower No.\*\*\* TOGETHER WITH the right to use the undivided proportionate share in the land comprised in the said premises and TOGETHER WITH right to use and enjoy the common areas parts and facilities of the said building appertaining thereto and/or attributable thereto.

For the purpose of registration the Built-up area of the said Unit is \_\_\_\_\_ sq. ft. (built up area means Carpet area plus Balcony if any plus Terrace if any with external walls of the said unit and internal wall within the Unit)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Structure	:	RCC framed structure with seismic compliance as per IS code
Living Room / Dining Area		
Flooring	:	Premium Quality Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Main door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Internal doors	:	Flush doorshutter with wooden frame with Godrej/ equivalent fittings.
Windows/ Glazing	:	Aluminum Powder coated windows with sliding - fix combination & openable.
Electrical	:	Modular switches (Schneider/Havells/ Panasonic)

Bedrooms		
Flooring	:	Premium quality Vitrified Tiles.
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Internal doors	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Windows/ Glazing	:	Aluminum Powder coated windows with sliding - fix combination & openable.
Electrical	:	Modular switches (Schneider/ Panasonic/Havells )

Balcony		
Flooring	:	Granite Tile / Antiskid tiles
Wall	:	Painted to match the exterior elevation.
Ceiling	:	Paints with light installed.
Door	:	Aluminum powder coated sliding door with full glazing.
railing	:	Glass railing
Electrical	:	Single Electrical Point

Kitchen		
Flooring	:	Granite Tile/ Vitrified Tiles/ Antiskid tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter.
Counter	:	Polished Granite.
Ceiling	:	Wall putty
Door	:	Flush door shutter with wooden frame with with Godrej/ equivalent fittings.
Plumbing	:	Hot and cold water line provisions
Windows/ Glazing	:	Aluminum powder coated windows with provision of exhaust fan.
Electrical	:	Modular switches (Schneider/ Panasonic/Havells ). Electrical points for Refrigerator, Microwave, mixer grinder, water purifier and chimney with 2 additional plug points.

Toilets		
Flooring	:	Anti-skid Ceramic Tiles
Wall	:	Ceramic Tiles up to false ceiling height/Upto lintel height.
Ceiling	:	Gypsum False ceiling
Door	:	Flush door shutter with wooden frame with fittings.
Windows/ Glazing	:	Aluminum powder coated windows with provision of exhaust fan.
Sanitary ware	:	EWC (Kohler/Jaquar/Hindware). Wash basin (Kohler/Jaquar/Hindware).
Faucets and fittings	:	Jaquar/ Grohe faucets and fittings. Master toilet shower area with glass partition.
Electrical		Modular switches (Schneider/ Panasonic/Havells ), Electrical points for hair dryer, electric shaver and geyser

Helper's Room		
Flooring	:	Ceramic tiles
Wall	:	Gypsum plaster
Ceiling	:	Wall putty
Door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.

Helper's Toilet		
Flooring	:	Anti-skid Ceramic tiles.
Wall	:	Glazed Ceramic tiles upto Lintel Level.
Ceiling	:	Wall Putty
Door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Windows/ Glazing	:	Aluminum powder coated windows with top hung & fix combination with provision of exhaust fan.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

SALE PRICE

PART - I

a)	Cost of the said Unit (Carpet Area)	
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b)	Cost of Car Park	
c)	Cost of Exclusive Balcony	
d)	Cost of Exclusive Open Terrace	
e)	Cost of Floor Escalation	
f)	Proportionate Cost of Common Area and External Walls etc	
	The Total Sale Price	

PART - II

[Schedule of payment of the Total Sale Price]

- II. The said Total Sale Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) hereon shall be paid by the Allottees in the manner as stated hereunder:-

Booking Amount	Rs. _____/-
Within 21 days from the date of Booking	10% of Total Sale Price less booking amount
On Completion of Piling	10% of Total Sale Price + GST
On Casting of 2 <sup>nd</sup> Floor	10% of Total Sale Price + GST
On Casting of 4 <sup>th</sup> Floor	10% of Total Sale Price + GST
On Casting of 6 <sup>th</sup> Floor	10% of Total Sale Price + GST
On Casting of 8 <sup>th</sup> Floor	10% of Total Sale Price + GST
On Casting of 10 <sup>th</sup> Floor	10% of Total Sale Price + GST
On Casting of Ultimate Roof	10% of Total Sale Price + GST+VRV charges
On Completion of Flooring of the Unit	10% of Total Sale Price + GST
On Commencement of Lift Installation work	5% of Total Sale Price + GST
On Possession	5% of Total Sale Price + GST

PART - III

(Extra Charges and Deposits)

("Extra Charges")

- III. (a) The Purchasers/Allottees hereby agree(s) and undertake(s) to make payment to the Developer/Promoter the following related amounts, together with applicable taxes as and when demanded by the Developer/Promoter:

- (a) charges and expenses for procuring transformer, electricity connection HT/LT for the Residential Complex at actuals;
- (b) meter installation and security deposit - at the actual cost levied by the relevant Authority, with any increase in the rates and taxes related to electric charges and other outgoings to be charged on a pro rata basis;
- (c) all actual charges and deposits that may be necessary to be paid to/deposited with CESC Ltd. ;
- (d) in those cases where a sub-meter has been agreed to be provided to the Purchasers/Allottees - all actual costs, charges and expenses ;
- (e) AC VRV charges – Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only);
- (f) Generator charges for limited back up - at the rate of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) per KVA;  
 Generator Load (For Lighting & Fan only – 80% Diversity): 2Bhk- 1KVA; 3Bhk- 2KVA; 4Bhk- 2.5KVA  
 \*Generator Load for Lighting & Fan (80% Diversity) & AC Load (60% Diversity): 2Bhk- 3KVA; 3Bhk- 6.5KVA; 4Bhk- 9KVA
- (g) Costs and charges for formation of the Association - Rs.5000/- (Rupees five Thousand) only per unit;
- (h) Documentation and legal fees – Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) (on Net area of the flat and car-parking area) (herein referred to as the “PROFESSIONAL CHARGES”).
- (i) 50% (fifty percent) of the “professional charges” to be paid at the time of execution of the Agreement for Sale and the balance amount to be paid at the time of execution and registration of Deed of Conveyance.
- (j) Club Development charges Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_)
- (k) Nomination Charges Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

Other Terms & Conditions:-

- 18 months Lock-in period from the date of Agreement for Sale
- Applicable GST & other levies with each installment.

The above amounts to be determined at “actuals” shall be such as shall be certified by the Developer/Promoter, and the Allottees agree(s) to accept the same.

("Deposits")

III (c). Interest free non-refundable Deposits:

- (a) Common Area Expenses deposit – a sum equivalent to the Common Expenses for a period of 1 (one) year, presently estimated to be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_). The Common Expenses is only an estimate, and is subject to such variation as may be determined by the Developer/ Promoter and/or the Association , which shall be accepted by the Allottees without raising any objection on any ground whatsoever or howsoever;
- (b) Sinking fund – Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- (c) Deposit on account of municipal rates and taxes in respect of the said Unit Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only, which deposit shall be refunded, after necessary deductions/adjustments if any, only after the Purchasers/Allottees produces after mutation and assessment of the said unit in the records of the Kolkata Municipal Corporation as the Allottees of the Said Apartment.

All payable stipulated in Clause (III) above is payable prior to handover of possession of the Unit/Apartment as and when demanded by the Promoter, however, the same is not payable with the execution of these presents.

PART - IV

(TAXES)

The Total GST as per the present applicable rate opted by the Developer in respect of Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Total GST") however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottee undertake and confirm to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

COMMON AREA

Part - I (RESIDENTIAL COMPLEX)

1. Drains and sewers from the Said Premises to the municipal corporation duct.
2. Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Premises.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.
4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor
8. Windows/doors/grills and other fittings of the common areas of the Said Premises.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas
11. Visitors Open Car Park'
12. Sewerage treatment plant
13. Security Room
14. Recreation Centre/Banquet Hall
15. Internet café/Cafeteria
16. Admin Office
17. Pantry
18. Gymnasium
19. Massage Room
20. Steam Room
21. Deck
22. Swimming pool, Kid's Pool, Jacuzzi
23. Guest Room
24. Reading Room
25. Kid's Play Area
26. Indoor Games Room



Part - II (TOWER)

- (I) The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exits.
- (II) 2 Nos of Passenger Lifts.
- (III) Ultimate Roof of each Tower / Block.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

COMMON AREA MAINTENANCE EXPENSES

1. Repairing rebuilding repointing improving or otherwise treating as necessary and keeping the common area and any part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with at least best quality paint as often as may (in the opinion of the Developer/Promoter or Association or Maintenance Agency) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the common are as and the external surfaces of all exterior doors of the Tower building and decorating and colouring all such parts of the Tower building as usually are or ought to be.
3. Keeping the gardens and grounds of the common areas generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair, clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of cleaning, repairing, installing drains and sewers forming part of the Residential Complex and which serve any of the units.

6. Paying such workers as may be necessary in connection with the upkeep of the said Residential Complex.
7. Insuring all the Towers of Residential Complex against loss or damage by fire, or any risks as the Association may decide.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the Residential Complex as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the said Residential Complex.
9. Cleaning as necessary all common the areas forming parts of the Residential Complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Residential Complex and providing such additional lighting apparatus as the Maintenance Agency / Association may deem fit and proper.
11. Maintaining and operating the lifts and keeping the permission up to date.
12. Providing and arranging for the emptying of receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the said Residential Complex or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit/Units/Apartment/Apartments
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit/Apartment of any individual Purchasers of any Unit/Apartment.

15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing a contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit/Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Unit/Units.
18. Maintenance and Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things as envisaged herein.
19. Administering the management company staff and arranging for necessary meeting thereof to be held and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to herein to be or expected to be incurred at any time.
22. To keep any statutory permission upto date.

23. Any other expense for common benefit and/or for common purpose as deemed fit by the Promoter Maintenance Agency and/or the Association.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

COMMON AREA RULES

1. The lobbies, entrances and stairways of the Tower shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the Tower/Building.
2. No occupier in the Tower shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his Unit/Apartment with such intensity as will disturb or annoy other occupants of the Building.
3. No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Owner/Developer/Promoter and after formation of Association such approval are to taken from the Maintenance Agency/Association.
4. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building/Tower excepting such as shall have been approved by the Promoter or Association, Maintenance Agency as the case may be.
5. Water-closets and other water apparatus in the Building/Tower shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Unit/Apartment-owner in whose Unit/Apartment it shall have been caused.

6. No bird or animal shall be kept or harboured in the common areas of the Building. In no event dogs and other pets shall be permitted on elevators (except the service elevators, if any) or in any of the common portions of the Building unless accompanied. However in case there is no service elevator then such pets can be allowed along with its owner.
7. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other unit owners and/or occupiers of the said Residential Complex.
8. Garbage and refuse of the Units/Apartments shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer /Promoter/Association/Maintenance Agency.
9. Only drills can be used to drive nails into the walls of the Unit/Apartment. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer/Promoter or the Association, as the case may be.
10. The entire Unit/Apartment has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. In case of overloading, MCBs provided within the Unit/apartment will trip down.
11. Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
12. No unit/Apartment owner shall send any employee of the Developer/ Promoter/Maintenance Agency/Association on any private business or personal errand.
13. Colour of external balcony shall not be changed since the same will then change the elevation of the Residential Buildings.
14. No games or sporting activities are allowed which may cause damage to the landscaped areas of the Residential buildings.
15. The lobby should be kept clean at all times.

16. No unit holder shall be permitted to let out without introducing the credentials of the occupier to Owner/Developer/Promoter or the Association.
17. All Unit holders shall register all domestic helps and drivers along with current photographs with the Owner/Developer/Promoter or the Association, as the case may be, and obtain identity cards which will be issued after they fill up an information sheet that will be provided to them. In the interest of security no domestic helps and drivers shall be allowed entrance into the Specific Tower till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the Owner/Developer/ Promoter or the Association, as the case may be so that records can be updated. The occupier concerned shall be solely responsible and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.
18. While sending any goods or materials out of the Residential Complex by the help of domestic helps/contractors or any other person, appropriate authorisation shall be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.
19. Pets shall be immunised and be kept on a leash while in the common areas of the Residential Complex. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the Residential Complex campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.
20. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.

21. No bills shall be stuck anywhere on the Buildings or in any place within the Residential Complex.
22. No cooking will be allowed in the Common Areas, Parking Spaces and Servants Quarter by the Unit/Apartment Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer/Promoter or the Association.
23. Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
24. Any damage to the common property of the Residential Complex inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
25. Car parking stickers should be obtained from the Association/ Maintenance Agency (as and when created by Association) in order to allow the Association or Maintenance Agency to track authorized vehicles.
26. The Developer/ Promoter or Association or Maintenance Agency shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.
27. The Purchasers and the residents of the Residential Complex shall not be entitled to park their cars or vehicles at the Visitors' Parking Spaces.

THE NINTH SCHEDULE ABOVE REFERRED TO :  
RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS

As from the date of possession of the Said Unit, the Purchasers agrees and enter into the following restrictive covenants that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said unit so as to benefit the Purchasers but not so as to render the Purchasers personally liable for any

breach of a restrictive covenant after he has parted with all interest in the said unit and to contain the same in the Deed of Conveyance of the said unit.

- i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Owner/Promoter, Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the Residential Complex;
- ii) To observe the rules or regulations as may be framed from time to time by the Owner/Promoter and/or Maintenance Agency in respect of the said Residential Complex;
- iii) To allow the authorized representatives of the Owner /Promoter and/or Maintenance Agency with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in any of the towers of the said Residential Complex;
- iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said unit or in the Tower and/or compound or in any portion of the Tower or in any part of the said Residential Complex or in the Common parts save at the places indicated therefor;
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas of the Tower and/or



Residential Complex in any manner and must comply with the requirements and recommendations of the fire authority and the management agency as to fire precautions to be taken relating to the said Residential Complex;

- viii) Must not cause an escape of gas from any gas pipe or appliance in the said unit, or neglect any escape of gas where an escape of gas is suspected the Purchasers must ensure that the pipe or appliance as the case may be is examined promptly and repair or replacement is undertaken immediately.
- ix) The Purchasers must have all gas and electrical equipment in the said Unit regularly safety checked and on the occasion of each safety check or at the time of purchase of any second hand items must obtain a certificate from a recognized body certifying its safety and compliance with any statutory requirements or regulations relating to such equipment;
- x) To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Unit therein;
- xi) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Unit;
- xii) Not to do anything that will lessen or diminish the support, shelter or protection given by the said unit to all or any parts of the said Tower and the units within or permit or suffer anyone at the said unit expressly or impliedly with his permission or under his control to do so and in particular must not subject the Floor of the said unit to overloading and distribute any load so that no one square feet of the floor at any time is overloaded;
- xiii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the Tower or any part thereof;

- xiv) Not to fix or install air-conditioner/s in the Said Unit save and except at the place/s which have been specified in the Said Unit for the same;
- xv) Not to do or cause anything to be done in or around, the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- xvi) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit and to maintain the same as per sanctioned plan;
- xvii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Owner/Promoter and/or its Architect;
- xviii) Not to make in the Said Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner/Promoter and/or any concerned authority subject however to compliance of the sanctioned plan;
- xix) Not to fix or install any antenna on the roof of the said Tower or any window antenna;
- xx) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Tower and/or the said Residential Complex and the neighbouring premises and shall not use the said unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or

entertainment center, eating or catering place, dispensary, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity;

- xxi) Not to obstruct any entrances, accessways, roads or foot paths within the said residential complex in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the other purchasers of the residential complex who are lawfully entitled to use the same;
- xxii) Not to use the car parking space, if any allotted to the Purchasers, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchasers' own road worthy car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;
- xxiii) Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces of any of the Tower or at any other place at the said Residential Complex except at the space, if any, allotted to him/her/them/it and must not permit or suffer anyone expressly or impliedly with his/her/them/it permission or control to do so;
- xxiv) Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the said tower, nor shall the Purchasers throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said unit;
- xxv) Not to make or suffer any unreasonable noise in the said Unit by way of playing any musical instruments singing or otherwise;
- xxvi) Not to allow any person or child to loiter or play in or about any entrance, landing passage stairway lift clubroom, swimming pool or any other common

parts of the residential complex save and except the places specified for playing;

- xxvii) The Purchasers shall not when separate service staircases are provided use nor authorise the user of any passenger lift for the purpose of carrying of goods;
- xxix) To use only those common areas as are mentioned in the Sixth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the Residential Complex and the Purchasers shall have no right on any other portion and/or space in the Tower and/or the said Residential Complex;
- xxix) At all times to clean and maintain the said unit in all respects to a high class residential standard so that the said unit does not detract in any way from the overall standard of cleaning and maintenance of other units in the said Tower;
- xxx) To keep at all times the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the Tower or any other space or accommodation thereon and keep the other occupiers of the said Tower and/or Residential Complex indemnified from and against the consequences of any damage arising therefrom;
- xxxi) Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said unit including the common passage for ingress and egress to the said unit and the existing colour scheme and surface texture of the exterior surface must be maintained.
- xxxii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Unit and/or Tower and/or Residential Complex save at the place and

in the manner expressly permitted in writing by the Owner/Promoter/Management Agency.

- xxxiii) Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said premises or permit or suffer any person under his control to do so. The Purchasers must preserve the trees, shrubberies, hedges and underwood on the said premises from damage or injury, by cattle or otherwise and preserve through the maintenance Agency and/or Association all existing trees and shrubs planted on certain portions of the said premises ;
- xxxiv) Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said unit or on any of the windows, place any article in a window sill that is visible from outside;
- xxxv) Not to erect any external satellite dish, aerial for receiving television signals on any part of the said unit except at specified space with the consent of the Owner/Promoter/Management Agency;
- xxxvi) Not to obstruct or object to the Owner/Promoter doing or permitting any one to do any construction, alteration or work in the Said Tower and/or Residential Complex and/or any area of the said premises and the Purchasers hereby consents to the same;
- xxxvii) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Units;
- xxxviii) Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other units;
- xxxix) Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common

amenities of the said residential complex be in any way prejudicially affected or vitiated;

- xl) Not to do anything on the said premises or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said premises;
- xli) The Purchasers hereby covenants with the owner/promoter that the purchaser shall not:-
  - a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said premises;
  - b) do anything detrimental to the quality of water passing through the water pipes within the said premises ;
  - c) do anything as a result of which the Water Pipe is tapped or in anyway connected into whether or not for the benefit of any third party or permit or suffer anyone expressly or impliedly with his permission or under his control to do so;
  - d) use the water supplied for any purpose other than normal domestic use;
  - e) waste water and take adequate steps to protect all pipes within the said unit as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;
- xlii) The Purchasers shall have only right to use undivided proportionate impartible right and interest in the common area in the said Premises (save those reserved unto the Owner/Promoter) along with the other unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owner/Promoter or the other unit holders;

- xliii) To regularly and punctually pay and discharge to the Owner/Promoter and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the Said Unit and also proportionately for the common areas and/or portions as described under the Sixth Schedule and the common expenses as described in the Seventh Schedule hereinabove in advance within the 7<sup>th</sup> day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchasers;
  
- xliv) The proportionate rate and/or amount payable by the Purchasers for the common expenses which shall include Management fees shall be decided by the Owner/Promoter and/or Maintenance Agency from time to time and the Purchasers shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Owner/Promoter and/or Maintenance Agency shall be conclusive final and binding and the Purchasers shall not be entitled to dispute or question the same;
  
- xlvi) So long as each Unit in the Towers and/or Residential Complex is not separately assessed and mutated, the Purchasers shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Residential Complex and such proportion to be determined by the Owner/Promoter on the basis of the area of the said Unit;
  
- xlvi) After taking delivery of the Said Unit and registration of the Deed of Conveyance, the Purchasers shall take steps to have the Said Unit separately assessed and mutated. The Purchasers shall be liable and responsible for all the costs and consequences of non-observance of this clause;

- xlvi) In case the Purchasers defaults or delays in making payment of all the aforesaid expenses, then the Owner/Promoter and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchasers and/or the Said Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchasers are in default. In addition the Said Unit shall be deemed to be charged in favour of the Owner/Promoter and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;
  
- xlviii) In case the Owner/Promoter and/or Maintenance Agency condones the default of the Purchasers, then and in such event, the Purchasers shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Owner/Promoter and/or Maintenance Agency and also interest at the rate of 18% percent per annum for the period of default on all amounts remaining unpaid together with reconnection charges;



IN WITNESS WHEREOF the parties hereto have executed these presents on the day  
month and year first above written.

SIGNED SEALED AND DELIVERED

by the OWNER at Kolkata

In the presence of :-

1.

2.

SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

In the presence of :-

1.

2.

SIGNED SEALED AND DELIVERED

by the PURCHASERS at Kolkata

In the presence of :-

1.

2.