

## SALE AGREEMENT (FIRST PHASE)

This Agreement for Sale ("Agreement") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By and Between

**HBR PROJECTS LLP (PAN AAHFH0833P)**, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008, having its registered office at 207, A.J.C. Bose Road, Kolkata – 700 017, Police Station: Beniapukur, represented by its designated partner /authorized signatory \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_ and having Income Tax PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as '**Developer/Promoter**' (which term shall unless repugnant to the context or meaning thereof include its present partners and such other person or persons who may be taken in or admitted as partner(s) in the said partnership firm and their respective heirs executors administrators legal representatives and assigns).

AND

**(1) LALAM PLAZA PRIVATE LIMITED (PAN. AACCL1841K)**, **(2) AJANYA CONSTRUCTION PRIVATE LIMITED (PAN. AAKCA2525K)**, **(3) AJANYA ENCLAVE PRIVATE LIMITED (PAN. AAKCA2273N)**, all the aforesaid three(3) companies incorporated under the Companies Act, 1956 and having their registered office at 52/1, Shakespeare Sarani, Kolkata-700017, **(4) AMPLE VILLA PRIVATE LIMITED (PAN. AAKCA9699L)**, a company incorporated under the Companies Act, 1956 and having their registered office at 78, Bentinck Street, Kolkata 700 001, **(5) TRIJAL ENCLAVE PRIVATE LIMITED (PAN. AAECT3544M)**, and **(6) DARSHIL HEIGHTS PRIVATE LIMITED (PAN. AAECD4004G)**, both the companies incorporated under the Companies Act, 1956 and having its registered office at 84/A, C. R. Avenue, First Floor, Kolkata - 700012, all hereinafter collectively referred to as '**Owners**' and represented by their constituted attorney \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_ and having Income Tax PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, authorized vide Power of Attorney dated \_\_\_\_\_, (which expression shall mean and include their respective successors-in-interest and/or successors-in-office and assigns).

AND

[If the Allottee is the company]

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

[or]

[If the Allottee is the Partnership Firm or a LLP]

\_\_\_\_\_ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the THIRD PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN \_\_\_\_\_) and (2) Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_,

PAN no. \_\_\_\_\_) hereinafter jointly referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the THIRD PART:

[or]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_ (PAN \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/ residing at \_\_\_\_\_, PAN \_\_\_\_\_) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns, ) of the THIRD PART:

The owners, the promoter and allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Section**” means a section of the Act.

And the definitions as contained in the **SCHEDULE J** hereunder written.

#### **WHEREAS:**

- A. The Owners are absolutely seised and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land comprised in R.S./L.R. Dag Nos. 3508(P), 3507(P) and 3506(P), containing a land area of about 70.5567 decimals, to be a little more or less, together with the structure standing thereon, appertaining to L.R. Khatian No. 8495, 8496, 8497, 8499, 8500 and 8505, being Municipal Holding No. RGM 5/3, Block – I in Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality) (hereinafter referred to as the said **COMPLEX/ENTIRE LAND** and morefully mentioned and described in the Part – I of the **SCHEDULE A** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-A**).
- B. The Title Documents of the Owners are more fully described in the **Schedule-F** hereunder.
- C. The First Phase of the Complex comprising Block No. 1 is being developed upon the land measuring about **53.3056 decimals** more or less, out of the said Entire Land comprised in LR Dag Nos. 3507 and 3508, hereinafter referred to as the **FIRST PHASE/FIRST PHASE LAND/SAID LAND**.
- D. The Second Phase of the Complex comprising Block No. 2 shall be developed upon the land presently measuring about 17.2511 decimals, more or less, comprised in LR Dag No. 3506, together with any other land that may be amalgamated as decided by the Promoter, hereinafter referred to as the **SECOND PHASE/SECOND PHASE LAND**.
- E. The allottees of the units in any phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases in the Complex and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases in the Complex.
- F. The First Phase Land is earmarked for the purpose of building a primarily residential Project comprising Block No. 1 and the said First Phase Land/Project shall be known as **UNIMARK SPRINGFIELD ROYAL I (PHASE – I)** (Project).

- G. By and under a Development Agreement dated 17<sup>th</sup> January 2019 (hereinafter referred to as the said **AGREEMENT**) registered with the office of the Additional Registrar of Assurances – IV and recorded in Book No. I, Volume No. 1904 – 2019, Pages from 39305 to 39344, being No. 190400494 for the year 2019 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) made between the Owners herein therein referred to as the ‘Owners’ of the one part and the Developer herein therein referred to as the ‘Developer’ of the other part, the Owners herein appointed and entrusted the Developer herein to develop the said Entire Land under the terms and conditions recorded and contained in the said Development Agreement.
- H. It is presently envisaged that the Complex will consist of residential units and recreational facilities etc. as may be planned by the Promoter and sanctioned/permitted under the law(s). The phases will be defined by the Promoter from time to time and the Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBHIRA.
- I. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR sanctioned for the Complex need not be fully / uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned Ground Coverage/ FAR from phase to phase without exceeding the total sanctioned Ground Coverage/ FAR for the Complex.
- J. The Project may consist of several independent segments which may be changed and varied as per the decision of Promoter and in the manner prescribed in the Act.
- K. The Promoter may at its discretion decide that certain areas, amenities and installations and located and/or installed at the Complex/ Project or any adjoining project/complex may be made available for common use, irrespective of their location and/ installations.
- L. The Promoter has a proposal to purchase/amalgamate/include adjacent and/or adjoining and/or other land in the near vicinity of the said Land and in case of purchases/amalgamation of such additional land, the Promoter shall be at liberty, at its discretion, to combine them into the Project for constructions of several buildings and/or to share and/or to apportion the benefits and advantages, access way, portions or utility etc. as also the common areas/ common parts and facilities of the Project to such additional construction on the additional land arising out of such combination with the said Land. The Allottee has no objection to such increase in the area of the said Land and the Allottee further agrees to allow and hereby gives his consent to the Promoter and it’s nominees to purchase/amalgamate such land and to develop the same and/or to integrate the land so purchased into the said Land and/or the Project and the Allottee has no objection to the consequent change in the percentage of undivided interest of the Allottee in the common areas/ common parts and facilities and also in the facilities appertaining to the said Apartment and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Promoter making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.
- M. All the facilities and amenities will be mutually shared by all the phases of the Complex and with further progression of development of other different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase in the Complex, both current and future, as part of a common integrated development. The Promoter is creating the services and infrastructure keeping in mind the entire Complex including all the future phases and all the common facilities and amenities may not be made available as soon as the initial phases are completed as some/many of the Facilities will be made available only upon completion of the Complex and further the Promoter will have the right to shift the location of a particular facility from one phase to another for convenience without curtailing the facilities committed to the Allottee.
- N. The Bidhannagar Municipal Corporation has sanctioned the Building Plan No. BMC/BP/283/14-15 N/RG/13dated 27-04-2018 for the development of the said Complex.
- O. The Promoter has obtained the layout plan approvals for various parts of the Complex/ this project/ phase from Bidhannagar Municipal Corporation, subject to modification/revision as mentioned herein. The promoter agrees and undertakes that save and except raising additional floors and change in parking/open space layout, it shall not make any changes to the First Phase layout plans except in compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement, in such event the Apartment Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.

- P. The Promoter will take up construction and development of other blocks/phases of the Complex in due course as per the said Plan or as may be modified and/or as per further future land purchased/included in due course and added to the entire project.
- Q. The Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the Project and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the Project.
- R. The Promoter has registered/applied for registration of the project namely '**UNIMARK SPRINGFIELD ROYAL I (PHASE – I)**' under the provision of the West Bengal Housing Industry Regulation Act 2017 (WBHIRA) Act with the Regulatory Authority at Kolkata and the authenticated copy of the Application No. \_\_\_\_\_/Registration Certificate No. \_\_\_\_\_ of the Project granted by the WBHIRA is annexed hereto and marked **Annexure-D**.
- S. The Allottee, after satisfying himself /herself/ itself/ themselves about the title of land, the rights of the Promoter and after inspection of the Plan designs and specifications prepared by the Promoter's Architects and sanctioned by the competent authorities in respect of the Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated \_\_\_\_\_ and has been allotted the apartment measuring a carpet area of \_\_\_\_\_ sq. ft. together with a balcony area of \_\_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less, being Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor in the Building being Block No. \_\_\_\_\_ together with the right to use \_\_\_\_\_ nos. Open/ Covered/ Multi level Car Parking Space (dependent/independent) on the \_\_\_\_\_ level of the Building/Project together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the "Apartment/Unit" and mentioned in the Schedule-B);
- T. The lay out plan showing the Project which is intended to be constructed and to be sold and the said Unit which is intended to be bought by the Allottee is in this said Project is annexed and marked as **Annexure-B**.
- U. The copy of the Report on Title issued by the Advocate of the Promoter have been uploaded in the official web-site of the Project under WBHIRA and the Allottee has also independently satisfied himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.
- V. The Allottee acknowledges and confirms to abide by the covenants and obligations mentioned in **Schedule-K** hereunder written which shall be construed as the covenants running with the title of the Apartment.
- W. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- X. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the project;
- Y. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance may have been taken for the Project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.
- Z. The parties rely on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in the agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- AA. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.
- BB. The lay out plan showing the Project (phase) which is intended to be constructed and to be sold and the said Unit which is intended to be bought by the Allottee is in this said Project (project) is annexed and marked as **Annexure-B**.
- CC. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Complex shall also have complete and unhindered access to all common areas/common parts and facilities of the Project/Complex which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project/Complex which are so intended by the Promoter for use of the occupants of other parts/phases.

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

**1. TERMS**

1.1 Subject to terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Schedule-B;

1.2 The Total Price for the Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**"):

Apartment and appurtenances details	Amount
Apartment No. _____ Floor _____ _____ Car Parking Space	
Charges for Infrastructure & Amenities	
Consolidated Price without GST in Rupees	
GST as per prevailing rates	
Total Price in Rupees	

Explanation:

- I. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- II. The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter), up to the date of handing over the possession of the Apartment to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion/occupancy certificate subject to Clause 11\_\_\_\_\_ hereafter providing that the cost of maintenance of the Apartment/Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after completion/occupancy certificate which shall be included in the Total Price.  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- III. The Promoter shall periodically intimate to the Allottee, the amount payable as stated herein above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- IV. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas /common parts and facilities , internal/external development charges, taxes, cost of providing electric wiring, electrical connectivity to the

Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipments in the common areas/ common parts and facilities, maintenance charge as per Clause 11, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project/Complex; and parking (if any) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

The security deposit and charges for individual electricity meters shall be paid by the Allottee to the service provider/concerned authority (CESC or WBSEDCL, as the case maybe), and in case the service provider / concerned authority decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub-meters to the individual Allottees, the Allottee shall be required to pay proportionate share of the security deposit and charges to the Promoter.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6 % (six per cent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in Schedule- G (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act and/or this agreement. t.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than 3% of the Carpet area of the Apartment, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to the terms and conditions contained herein, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate variable share in the common areas/ common parts and facilities. Since the share / interest of Allottee in the common areas/ common parts and facilities is undivided and cannot be divided or separated, the Allottee shall use the common areas/ common parts and facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas/ common parts and facilities to the Association of Allottees after duly obtaining the occupancy/completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the common areas/ common parts and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas/ common parts and facilities to the Association of Allottees as provided in the Act and the proportionate share of the Allottee in the land and also in the common areas/ common parts and facilities will always be variable.
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also], the common areas, internal development charges, external development charges, GST as per prevailing rates, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment as the case may be subject to prior intimation to the Promoter and prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Complex is an independent, self-contained complex/project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land or except for the purpose of integration of infrastructure and facilities for the benefit of the Allottee in the manner described herein. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Complex with further future extensions and restricted common areas/ common parts and facilities which will be made available to third parties.

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

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount, being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining amounts of the Total Price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in favour of “HBR Projects LLP”, payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

## **5. TIME IS ESSENCE**

- (i) The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottees and the common areas to the association of allottees or the competent authority as the case may be.
- (ii) If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest @ prime lending rate of the State Bank of India plus two per cent p.a. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction milestone by the Promoter as provided in Schedule-I (“Payment Plan”).
- (iii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including



- interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5,000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.
- (iv) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

## 6. CONSTRUCTION OF THE PROJECT / APARTMENT

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specifications, amenities and facilities [annexed along with this Agreement]. The Promoter shall develop the Project/Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act and rules thereunder and shall not have an option to make any variation / alteration / modification in such plans other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.2 The Promoter has disclosed the Floor Area Ratio (FAR) proposed to be utilized by it on the Project/Complex and Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion. Subject to the terms that the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any variation / alteration / modification in this phase except rise in the floors, that too if possible before giving possession to the Allottee and also within scheduled time of delivery.
- 6.3 The Promoter has got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities from time to time so as to obtain the full or partial Completion/Occupancy Certificate of the said building(s).
- 6.4 Taking into account any extra FAR sanction on account of green building/metro/any other sanctionable provision, the Allottee agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However the Promoter can use the FAR only if this project layout is not materially affected which means that Promoter can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in layout will be permitted in this project but can change the layout vertically and horizontally both in other phases/projects of the Complex. Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said project including the staircases, lifts, entrances, sewerages, drains etc. The Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the land and the common parts and portions.
- 6.5 The Promoter has annexed herewith the Layout Plan for the Project as per **Annexure-B** and so far as the Allottee's Apartment is concerned undertakes to ultimately abide by the Unit Layout Plans as approved by the Municipal Authority and shall also abide by the bye-laws, FAR and density norms and

provisions prescribed by the Authorities. The copy of Plan of the Apartment agreed to be purchased by the Allottee is annexed hereto and marked as **Annexure-C**.

- 6.6 Besides the additional FAR as stated above the Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the current phase is concerned, the additional FAR shall be achieved only by way of vertical extension over the existing building blocks subject to timely delivery by Promoter. In future phases it can be utilized in the manner that the Promoter may decide. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate complex on land which is adjacent but not part of the Complex and in that case the Promoter may decide to provide for a passage way across this Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the owners of the adjoining land which shall be perpetually binding upon the apartment owners of this Complex and their Association. The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases/Complex.
- 6.7 The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project/Complex as the same will be utilized for construction activities during the construction period.
- 6.8 After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective, the Promoter may be forced to restructure the other sanctioned / non-sanctioned phases out of the Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee in the phase and also delivery within the committed time.
- 6.9 The Promoter shall provide electricity load of 3 KVA for 2 BHK flats, 4.5 KVA for 3 BHK flats, 5.5 KVA for 4 BHK and generator load of 1.5 KVA for 2 BHK flats, 2 KVA for 3 BHK flats and 2.5 KVA for 4 BHK flats.

## **7. POSSESSION OF THE APARTMENT/ PLOT**

- 7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas/ common parts and facilities to the Association of Allottees is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment on \_\_\_\_\_ unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule, notification of the Government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Promoter will be entitled to give block-wise

and phase-wise possession upon obtaining the Completion/ Occupancy Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other blocks and/or other phases and/or provision of facilities may be incomplete. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## 7.2 Procedure for taking possession:

- (i) Possession for Fit-Out: In case the Allottee seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion/ Occupancy Certificate and upon payment of the Total Price, other charges/amounts and deposits as provided herein and also the requisite Stamp Duty and registration and other charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use the Apartment till Completion/ Occupancy Certificate is received and Deed of Conveyance is executed.
- (ii) The Promoter, upon obtaining the full or partial Completion/ Occupancy Certificate from the competent authority shall offer in writing, the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate subject to payment of all amounts due and payable under this Agreement and registration of conveyance deed. However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Apartment within the time stipulated in the written notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, from the date of notice of possession. The Promoter shall upon request hand over the photocopy of the Completion/ Occupancy Certificate of the Project to the Allottee at the time of conveyance of the same.
- (iii) At the time of execution/registration of conveyance of any part or portion of the Complex to the Association, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the Association on such conveyance or any document or instrument of transfer.
- (iv) Deemed Possession: It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the last day of the time for taking possession stipulated in such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date"). On and from the Possession Date:
  - (a) The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
  - (b) The Allottee shall become liable to pay the Maintenance Charges as applicable in respect of the Apartment and the common areas/ common parts and facilities on and from the deemed Possession Date.
- (v) After taking possession / deemed possession, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of Building /Project/Complex i.e. local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, maintenance expenses, and all other expenses necessary and incidental to the management and maintenance of the Building /Project/Complex. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the surplus/deficit (if any) shall be transferred to the Apex Association on completion of the Project/Complex.

### 7.3 Failure of the Allottee to take possession of Apartment:

- 7.3.1. Upon receiving a written intimation from the Promoter as per clause 8.3, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement or by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.3, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further amount of Rs. 5000/- per month as guarding charges for the period of delay in taking possession.
- 7.3.2 The Allottee must not fail to take actual possession of the Apartment within a period not more than three months from the date of completion, failing which, without prejudice to such other rights, the Allottee shall become liable to pay the aforesaid guarding charges and all other losses which the Promoter may have suffered on this account. The Allottee shall be liable to bear and pay and/or contribute all municipal rates, taxes, guarding charges, maintenance and other outgoings proportionately the outgoings in respect of the Project land and Building/s including maintenance and all municipal rates, taxes, and all other charges/expenses necessary and incidental to the management and maintenance of the project land and building/s for the Apartment from the date of possession or the deemed date of possession as the case may be whichever is earlier. Physical possession of the Apartment shall be withheld if all dues are not cleared by the Allottee. In case delivery of physical possession is withheld by the Promoter, the possession of the Apartment will be deemed to have been taken by the Allottees on the deemed date of possession.
- 7.3.3 Until the Association is formed and the parts/portions of the Complex are transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution per month towards outgoings. Any deficit or surplus in such outgoings shall be recovered or transferred by the Promoter to the Association after deduction of all expenses and adjustment of outstandings from various allottees.
- 7.3.4. Possession by the Allottee: After obtaining the full or partial Completion/ Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, the Promoter shall handover the necessary documents and plans, including common areas/ common parts and facilities to the association of the Allottees on its formation or the competent authority, as the case may be, as per the local laws. Provided that in the absence of any local law, the Promoter shall hand over the necessary documents and plans including common areas/ common parts and facilities to the Association of Allottees after obtaining the completion / occupancy certificate or as per local laws.
- 7.3.4. Cancellation by Allottee: The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:
- (i) Provided that subject to clause 7.3 (ii) below where the Allottee proposes to cancel/withdraw from the project without any default of the promoter as defined in Clause-11, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the promoter herein is entitled to forfeit 10% of the total consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the Allottee after the aforesaid deductions shall be subject to clause 7.3 (iii) below be returned by the Promoter to the Allottee within 45 days after re-selling the Unit to a new Allottee and subject to the allottee executing necessary document for revocation of the Sale Agreement executed by him/her with the Promoter for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.
  - (ii) Where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement.

#### 7.4 Compensation:

- 7.4.1.8.1 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this section shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over of possession of the Apartment to the Allottee.
- 7.4.2 Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date; or (ii) due to discontinuance of its business as developers on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the amounts received by it in respect of the Apartment, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee, interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 days of its becoming due or adjusted from future installments payable by the Allottee.
- 7.4.3 If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottees(s) affected by such discontinuation or abandonment will have no right of compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s).
- 7.4.4 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 7.7.5 If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. The Allottee appreciates that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed Payment Plan, the Promoter will become entitled to terminate the allotment/ agreement. Similarly if the Promoter does not deliver on time, the Promoter will be liable to be penalized as described in Clauses 8.8.1 and 8.8.2 above.
- 7.7.6 The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires and with prior written permission of the Promoter to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefore.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the land of the Project and the requisite authority and rights to carry out development upon the land of the Project and absolute, actual, physical and legal possession of the land for the project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the land of the Project;
- (iv) There are no litigations pending before any court of law that will materially affect the said land, project or the Apartment at present;
- (v) The approvals, licenses and permits issued by the competent authorities with respect to the Complex / Project are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Building and Apartment and common areas/ common parts and facilities;
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any other agreement/ arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of allottee under this agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the allottee in any manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, possession of the Apartment to the Allottee. The common areas/ common parts and facilities shall be handed over to the association of the Allottees;
- (x) The land of the Project is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the same;
- (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till completion/ occupancy certificate of Project has been issued and/or notice of possession has been issued;
- (xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the land of the Project) has been received by or served upon the promoter in respect of the land of the Project;

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Promoter fails to provide ready to move possession of the Apartment to the Allottee within the Completion Date or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties as certified by the Architect and for which full or partial Completion / Occupancy Certificate has been issued by the Competent Authority.
- (ii) Discontinuance of the promoters' business as developers on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the rules within forty-five days of receiving the

termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in Clause 8 of this Agreement;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or adjusted from future installments payable by the Allottee. Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified herein.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. The remaining balance amount of money refundable (if any) shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

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

10.1 The Promoter on receipt of the entirety of the Total Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment within 3 (three) months from the date of issuance of the Completion / Occupancy Certificate as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

10.2 The allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter provided however after the full payment of the amounts payable by the Allottee and execution and registration of the conveyance deed, the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

- (i) The Promoter shall be responsible to provide and maintain essential services in the Project for three months from completion / occupancy certificate or till the taking over of the maintenance of the project / phase by the association of the allottees, whichever is earlier. The cost of such maintenance will be paid/ borne by the Allottee to the Promoter from the date of obtaining completion/occupancy certificate till handover of maintenance of the project to the association, and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period due no fault of the Promoter; the Promoter may provide and maintain the essential services in the said Project till

the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter.

(ii) Additions or Replacements

(A) As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the association. The promoter and upon handover the association, shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

(B) After taking over possession / deemed possession, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From expiry of the period mentioned in the notice of possession, the Allottee shall be liable and pay:

- (i) regularly and punctually the proportionate share of maintenance charges including applicable taxes, and without any abatement and/or deduction on any account whatsoever or howsoever;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'Rates and Taxes').
- (iii) the Allottee shall not withhold payment of the maintenance charges and rates and taxes on any account whatsoever.
- (iv) in the event of any default, the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented to the following:
  - a. To the discontinuance of supply of electricity to the said Apartment/Unit
  - b. To the discontinuance of water supply;
  - c. Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;
  - d. To discontinuance of the facility of DG Power back-up;
  - e. To discontinuance of the usage of all amenities and facilities provided in the Complex to the said Allottee and/his/her/their family members and guests, staff and visitors.
  - f. The Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
  - g. The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law, and in the event of sale and transfer of the Apartment, the Promoter and/or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee, and the Allottee assuring not to make such defaults in future.

## **12. DEFECT LIABILITY**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such



development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not attributable to the Promoter.

- 12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein.
- 12.3 The Promoter may obtain such insurances, as it may decide in its discretion and the cost of such insurance from handover of the possession/project or transfer of the insurance to the Association (whichever is earlier) shall form part of the common expenses and proportionate share whereof shall be borne by the Allottees. After expiry of the insurance, the Association of Allottees shall be responsible for renewing the same.
- 12.4 It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottees shall also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Apartment/Phase /Complex and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the common areas/common parts and facilities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Phase /Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment/Phase /Complex and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

The Promoter/ Maintenance Agency/ Association shall have rights of unrestricted access of all common areas/ common parts and facilities, parking spaces etc. for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **14. USAGE**

Use of basement and service areas: The basement and service areas, if any, as located within the Project **UNIMARK SPRINGFIELD ROYAL I (PHASE – I)**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

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

- 15.1 Subject to clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/ her cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation area, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe(s) and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized..
- 15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/ name-plate, neon light, publicity material or advertisement material etc on the face/ façade of the Building or anywhere on the exterior of the project, building therein or common areas/ common parts and facilities. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. It is agreed recorded that the Promoter shall have exclusive right to place hoarding, neon sign etc. on the stair head room and lift machine room and any other areas as may be decided by the Promoter including the elevation and the exteriors of the buildings.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions.
- 15.4 Internal wiring for electrification will be provided for each Apartment. However, the Allottees will have to apply to the concerned electricity authority / provider individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same.
- 15.5 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 15.6 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in

the Apartment without the prior written permission of the Promoter and/or the Association, and sanction of the same from the concerned statutory authority.

- 15.7 Cable/Broadband/Telephone Connection: Provisions has been made only for one (or more, as the case may be) service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.
- 15.8 The Allottee and all persons under him shall observe all the Rules, Regulations and Restrictions that be framed by the Promoter and/or the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units. A set of Rules, Regulations and Restrictions are listed in Annexure-E hereto which may be amended and/or changed by the Apex Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs from the Allottee. The allottee shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee.
- 15.9 Name of the Project: Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project “**UNIMARK SPRINGFIELD ROYAL I (PHASE – I)**” or as decided by the promoter and the Promoter shall further erect or affix Promoter’s name board at suitable places as decided by the promoter herein on a building, common portions and areas etc. The Allottees in the said project/buildings or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this agreement.
- 15.10 The Allottee’s liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Allottees of the said units and if for any reason respective recovering authority got recovered the same from the Promoter in such circumstances, the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% per annum and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment.
- 15.11 Air Conditioning: If the Apartment has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system, the Allottee shall have to strictly follow the same while installing AC units.
- 15.12 The internal security of the Apartment shall always be the sole responsibility of the respective Allottees, and the Allottee shall strictly observe the fire safety rules and maintenance rules as may be applicable to the Units.

## **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Parties are entering into this agreement for the allotment of an Apartment with the knowledge of all laws, rules, regulations, notifications applicable to the project..

## **17. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Phase after the building plan has been approved by the competent authority(ies) except for as provided in the Act save and except vertical increase in the floors of the block/buildings as per the Act.

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

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

## **19. APARTMENT OWNERSHIP ACT**

- 19.1 The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.
- 19.2 A mother association of apartment owners of the Complex (“Apex Association”) will be formed upon completion of construction of the Complex as the Promoter may deem fit and proper, and the Promoter shall call upon the Allottees to hold a general meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association, as prepared and provided by the Promoter at such general meeting, which shall be final and binding on all the Apartment Owners. When such Apex Association will be formed, each Allottee shall automatically become a member. Until such Association is formed, the Promoter shall be entitled to cause an ad-hoc committee of the apartment owners to be formed and the initial members of the said ad-hoc committee shall be such of the apartment owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Association of the Project and the Apex Association. The Allottee undertakes to join the Association and the Apex Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Project out of the Complex will form its own Association. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Allottees on their part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the Apartment in question.
- 19.3 The Promoter shall at an appropriate time (preferably within a period of three months from the date of possession of the apartments of the Project) notify the detailed scheme of formation of the Apartment Owners’ Association to the Allottees so as to enable them to constitute/form such Owners Association as per local law. The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter and/or its nominees for taking steps for formation of the Apartment Owners’ Association.
- 19.4 Since this is a large complex containing several residential apartments, the completion and handover of possession shall be phase-wise / tower-wise.
- 19.5 In case two or more adjacent contiguous unit blocks/ Phases/ Projects intend to form a single Association, sharing of common facilities or arrangement in any or all phases shall always deemed to be a facility sharing arrangement. The Promoter shall be at liberty to cause formation of an apex body/association/syndicate for the said Complex for the purpose to better maintain and hold the common elements between the phases.
- 19.6 There will be one Apex Association comprising of all the phases/projects of the Complex as envisaged by the Promoter. Till such time the Apex Association is formed and the maintenance of all the building blocks/phases are handed over to the respective Associations, the Promoter shall look after the maintenance management in place and stead of the Apex Association. The Promoter may by itself or through its nominated agency manage the maintenance of the common areas/ common parts and facilities of the Complex preferably upto a maximum of three months from the date of possession of apartments of the last phase of the Complex or as per local law. This period shall be the interim maintenance period.
- 19.7 On completion of the construction of the Project, a notice will be given to the Association to take handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge supervision charges @ 50 paisa per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less, from the allottees from the expiry of 90 days till the period handover is taken by the Allottees / Association. If the Association does not take hand over of the common purposes even after 180 days from the date of notice, in such event the Promoter shall no longer be liable or responsible inter alia for the common purposes and any of the obligations pertaining to the same, which shall be

deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.

- 19.8 Maintenance and common purposes of the individual Phase/ Projects shall vest in the Association pertaining to that particular Phase and with regard to the maintenance and common purposes of the Complex, the ultimate power, authority and control of the maintenance shall vest absolutely with the Apex Association which will also be governed by a body of elected representatives (Governing Body).
- 19.9 In all matters of taking decision or of forming and applying and relaxing the rules and regulations, the decision of the Governing Body of the Apex Association shall be final and binding on the respective Applicants/Allottees and Associations.
- 19.10 In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.
- 19.11 The Allottees and the Associations shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
- 19.12 The Promoter shall not in any manner be responsible and liable for maintenance of the common areas/ common parts and facilities of the Complex after handing over its charge to the Apex Association.
- 19.13 Without prejudice to the above, the Apex Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Project/Complex or any part or portion thereof and for taking the responsibility of:
  - (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
  - (b) Rendition of common services;
  - (c) To receive realize and collect the service charges;
  - (d) To remain responsible for such other functions as may be necessary;
- 19.14 The employees employed in the Project/Complex shall upon handing over of the common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the Project/Complex e.g. watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.
- 19.15 The Apex Association shall synergize all the individual Associations and the formation of the Apex Association will be progressive and concurrent with the completion of the Complex including future phases. Till such time the Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance (CAM) expenses and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the entire complex towards maintenance of common pathways, infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities and common services divided by the area of all phases for which notice of possession has been issued by the Promoter (three months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases. It is further provided that till such time the Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body. It is further provided that in case of completed phases/incomplete phases/ future extensions, the access rights and all other rights of easement etc. shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.
- 19.16 Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act.

## **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the

Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. However, Processing Fees of Rs.50,000/- as agreed at the time of Application / EOI shall be deducted. If Agreement is cancelled after signing by the Allottee deduction will be as per the terms contained herein.

## **21. ENTIRE AGREEMENT**

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

## **22. RIGHT TO AMEND**

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

### **22.1 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

## **23. WAIVER NOT A LIMITATION TO ENFORCE**

- 27.1 The Promoter may, at its sole option and discretions, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allotees.
- 27.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

## **24. SEVERABILITY**

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

## **25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

## **26. FURTHER ASSURANCES**

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

## **27. PLACE OF EXECUTION**

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

## **28. NOTICES**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee's Address)  
M/s \_\_\_\_\_ Developer's name  
\_\_\_\_\_ (Developer's Address)  
M/s \_\_\_\_\_ Owners' name  
\_\_\_\_\_ (Owners' Address)

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

## **29. JOINT ALLOTTEES**

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

## **30. SAVINGS**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

## **31. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

## **32. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under Arbitration and Conciliation Act 1996 [as amended from time to time].

**THE SCHEDULE–A ABOVE REFERRED TO**  
**PART –I**  
**(COMPLEX)**

**ALL THAT** the piece and parcel of land containing an area of 70.5567 decimals, to be a little more or less, together with asbestos shed structure lying thereupon having an aggregated covered area of 730 sq. ft., appertaining to L.R. Khatian No. 8495, 8496, 8497, 8499, 8500 and 8505, being Municipal Holding No. RGM 5/3 Block - I; at Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality) comprised in:

<b>R.S./ L.R Dag No.</b>	<b>Total Area in Dag (decimal)</b>	<b>L.R. Khatian No.</b>	<b>Area (decimal)</b>	<b>Nature of Land</b>
3508	62	8495	12	Bastu
		8500	2	
		8496	12	
		8497	12	
		8499	12	
3507	59	8500	3.3056	Bastu
3506	61	8505	12	Bastu
		8500	5.2511	
		<b>Total</b>	<b>70.5567</b>	

The said Lands are butted and bounded by as follows:-  
On the North: R.S./L.R. Dag No. 3533(P), 3534, 3336;  
On the East: R.S./L.R. Dag No. 3509, 3510(P);  
On the South: R.S./ L.R. Dag No. 3510, 3505;  
On the West: R.S./L.R. Dag No. 3337, 3338, 3340(P).

**PART - II**  
**(FIRST PHASE LAND/THE SAID LAND)**

**ALL THAT** a land area of 53.3056 decimals more or less of the said Entire Land comprised in LR Dag Nos. 3507 and 3508, being portion of the Municipal Holding No. RGM 5/3 Block - I; at Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), in the State of West Bengal, demarcated in the plan/map annexed hereto and marked as **Annexure ‘A’** and butted and bounded as follows:

On the North: R.S./L.R. Dag No. 3533(P), 3534, 3336;  
On the East: R.S./L.R. Dag No. 3509, 3510(P);  
On the South: Partly by R.S./ L.R. Dag No. 3510, 3505 and partly by the Complex;  
On the West: Partly by R.S./L.R. Dag No. 3337, 3338, 3340(P).

**THE SCHEDULE–B ABOVE REFERRED TO**  
**(APARTMENT)**



ALL THAT the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Building/Block No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft. together with balcony area of \_\_\_\_\_ sq. ft. (built-up area of \_\_\_\_\_ sq. ft.) be the same a little more or less demarcated in the Plan annexed hereto and marked **Annexure 'B'**, together with the right to use \_\_\_\_\_ nos. Open/Covered/Multi-level Car Parking Space (dependent/independent) on the \_\_\_\_\_ level of the Building/ Project together with the right to use the common areas/common parts and facilities in common with other allottees.

THE SCHEDULE-C ABOVE REFERRED TO  
(COMMON AREA MAINTENENCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project/Complex and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project/Complex as usually are or ought to be.
3. Keeping the gardens and grounds of the Project/Complex generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project/Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project/Complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project/Complex as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project/Complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project/Complex and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all land revenue/khazana for the land of the Project/Complex and the rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees/ occupiers of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.

22. Any other expense for common Purpose.

THE SCHEDULE-D ABOVE REFERRED TO  
(COMMON AREAS/COMMON PARTS AND FACILITIES)

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following (if provided at the discretion of the Promoter and meant for use and enjoyment of any of the phases and which may be installed or located in any of the phases):

- 1.1.1 Sewerage treatment Plant/Water Treatment Plant (if any)
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities
- 1.1.3 Electrical Transformers, electric wiring meters and panels
- 1.1.4 Roads, installations, and security arrangements not exclusive to any Phase
- 1.1.5 Drains and sewers from the premises to the Municipal Drains
- 1.1.6 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises
- 1.1.7 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.8 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto
- 1.1.9 Transformer electrical wiring meters and electrical panels
- 1.1.10 Management / Maintenance office if any
- 1.1.11 Security arrangements with CCTV
- 1.1.12 Main entrance Gate
- 1.1.13 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.14 Water supply system
- 1.1.15 Rain water harvesting system.
- 1.1.16 Communication system for Intercom
- 1.1.17 Water pump, the pump room, water reservoir, tube-well (if any), and distribution pipes
- 1.1.18 Cable connection
- 1.1.19 Fittings & Fixtures for common area lighting
- 1.1.20 Garden and lawn, fountains if any
- 1.1.21 Any other facility or amenity provided by the Promoter.

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

- 1.2.1 Entrance with ground floor lobby only
- 1.2.2 Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower
- 1.2.3 Elevators
- 1.2.4 Earmarked area of roof of respective tower demarcated for common use
- 1.2.5 Overhead Water Tank
- 1.2.6 Lifts and their accessories installations and spaces required therefore
- 1.2.7 Toilet and shower room on the Ground Floor (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the Phases s and those that are inside the Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the complex and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

2. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any Phase or part thereof.

THE SCHEDULE – E ABOVE REFERRED TO  
(RESERVED AREAS AND FACILITIES)

1. Open car parking areas, multilevel car parking areas (if any) and covered car parking areas (dependent/independent);
2. Right of use of any specified area in ground floor or other floor;
3. Exclusive right of use of garden / space on ground floor, other floor or roof;
4. Demarcated area of terrace appurtenant to a particular Apartment;
5. Open terraces on any floors of the Buildings (if any);
6. Storage and/or Utility Areas (if any);
7. Basement areas not meant for common use;
8. Any community or commercial facility which is not meant for common use;
9. Any other areas / facilities demarcated as reserved by the Promoter.

THE SCHEDULE – F ABOVE REFERRED TO  
(TITLE DEEDS)

1. Indenture of Conveyance dated the 18<sup>th</sup> day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Lalam Plaza Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 1389 to 1404 Being No. 13432 for the year 2012.
2. Indenture of Conveyance dated the 18<sup>th</sup> day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Ajanya Construction Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 2547 to 2562 Being No. 13485 for the year 2012.
3. Indenture of Conveyance dated the 18<sup>th</sup> day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Ajanya Enclave Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 3137 to 3151 Being No. 13513 for the year 2012.
4. Indenture of Conveyance dated the 18<sup>th</sup> day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Darshil Heights Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 3010 to 3025 Being No. 13505 for the year 2012.
5. Indenture of Conveyance dated the 18<sup>th</sup> day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Trijal Enclave Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 3121 to 3136 Being No. 13512 for the year 2012.
6. Indenture of Conveyance dated the 18<sup>th</sup> day of October, 2012 made between LGW Limited, therein referred to as the Vendor of the One Part and one Ample Villa Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, CD Volume No. 19 Pages 2501 to 2515 Being No. 13482 for the year 2012.

THE SCHEDULE – G ABOVE REFERRED TO  
(SPECIFICATIONS AMENITIES AND FACILITIES OF THE APARTMNET)

STRUCTURE	R.C.C Foundation and Structure
FLOORING OF STAIRCASE	Kota Stone / Tiles
BEDROOMS/ LIVING & DINING AREA	Flooring: Vitrified Tiles
TOILETS / BATHROOMS	Dado: Designer tiles upto door height

	Flooring: Anti-skid ceramic tiles Quality sanitary ware Modern CP fittings of superior quality
KITCHEN	Flooring: Anti-skid ceramic tiles Granite countertop with stainless steel sink Dado: Ceramic tiles upto 2 feet height above counter Modern CP fittings of superior quality
ELECTRICALS	Concealed copper wiring Modular switches of reputed make A/C outlet points in all bedrooms & living room TV & telephone points in living and master bedroom
DOORS & WINDOWS	Entrance door: Decorative Flush Door. Other Doors: Wooden frames with Flush door shutter. Powder coated aluminium or UPVC windows
WALLS	Plaster of Paris
ELEVATORS	Schindler/ Kone/ Otis / Hyundai / Thyssen Krupp / Johnson or equivalent make

**THE SCHEDULE–H ABOVE REFERRED TO**  
**(RESERVED RIGHTS)**

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

- (1) The right to the free and uninterrupted ingress, egress and easement and running of all appropriate services and supplies from and to the passage and other common areas/ common parts and facilities.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate and in the best interest of the allottees in order to serve the Project/Complex.
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and the common areas/ common parts and facilities as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas/ common parts and facilities as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) Until the sale and transfer of all the Apartments in the Project/Complex, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project/Complex to enable the Promoter to market the Apartments and also the right to place signs in and around the common areas/ common parts and facilities for marketing.
- (5) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the Building/Project/Complex.
- (6) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit/Apartment for carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
- (7) The right of support, shelter and protection which each portion of the building gives to other parts of the Building/Project/Complex.
- (8) The right to build or alter or deal with the Building/Project/Complex even if this affects the light and air coming to the demised unit/Apartment or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit/Apartment.
- (9) The right and liberty at any time to alter, raise the height or rebuild Building/Project/Complex or to erect any new building(s) in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.

- (10) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Project/Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Project/Complex and its Occupiers.
- (11) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Project/Complex and/or Apartment
- (12) To erect scaffolding for the purpose of repair, cleaning or painting the Building/Project/Complex notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (13) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (14) The Promoter shall retain for itself, its successors and assigns including all of the apartment Owners/occupiers, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common areas/ common parts and facilities as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such common areas/ common parts and facilities as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Project/Complex.
- (15) The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common areas/common parts and facilities for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common areas/ common parts and facilities including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common areas/ common parts and facilities provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.
- (16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof, elevation and the identified wall surfaces and within the lobby of the buildings.
- (17) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

**THE SCHEDULE – I ABOVE REFERRED TO**  
**(PAYMENT PLAN)**

<b>Schedule of Payment of the Total Price</b>		
<b>No</b>	<b>Particulars</b>	<b>Percentage of Consideration Amount</b>
1	On or before execution of this agreement (Booking Amount)	10%
2	Within 15 days of execution of this agreement	10%
3	On completion of piling work of the designated tower	10%
4	On Completion of 1st Floor Casting of the designated tower	10%
5	On Completion of 3rd Floor Casting of the designated tower	10%
6	On Completion of 5th Floor Casting of the designated tower	10%
7	On Completion of 7 <sup>th</sup> Floor Casting of the designated tower	10%
8	On Completion of the Roof Casting of the designated tower	10%
8	On Brickwork of the designated floor in the designated tower	10%
9	On Completion of flooring of the designated unit in the designated tower	5%
10	Notice for Possession	5%

**THE SCHEDULE – J ABOVE REFERRED TO**  
**(DEFINITIONS)**

- 1 ARCHITECT shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Project/Complex.
- 2 ALLOTMENT/ BOOKING/ AGREEMENT FOR SALE shall mean the provisional Allotment/Booking letter and/or this Agreement for sale of the Apartment.
- 3 BLOCK/BUILDING/TOWER shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 4 BUILT UP AREA shall mean and include the aggregate of the Carpet Area, Balcony Area, Utility Area (if any) and the External Wall/Column Area.
- 5 COMPLEX PLAN shall mean the lay out plan relating to the Complex envisaged at present to comprise 2(two) Projects/Phases including the this Project/Phase and altogether demarcated in the Plan attached herewith and marked “Annexure-A” plus future extensions to this Complex without becoming part of any other Complex but will merge and integrate with this complex only and become part of this Complex.
- 6 PROJECT /FIRST PHASE PLAN shall mean the project lay out plan for this project duly identified and demarcated in the Plan attached herewith and internally marked as “Annexure-B”.
- 7 CARPET AREA shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area (if any), but includes the area covered by internal partition walls of the apartment.
- 8 COMMON MAINTENANCE EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Block /Phase/Complex including those mentioned in Schedule-C hereto.
- 9 COMMON PURPOSES shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Promoter and/or occupants of the respective units and all other purposes or matters in which Association and occupants have common interest relating to blocks or buildings in each of the phases/projects and/or the Complex.
- 1.10 COMMON AREAS / COMMON PARTS AND FACILITIES shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker’s room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers more fully and particularly described in Schedule-D hereunder.
- 1.11 RESERVED AREAS AND FACILITIES shall mean such areas and/or facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the Schedule-E. The Open / Covered / Multi-level car parking areas (Dependent/ Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block to any Allottee(s) of the said Unit plus the Reserved Areas/Rights as defined herein.
- 1.12 PARKING SPACE shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or mechanical, of the Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc. to be allowed by the Promoter for exclusive use of the Allottee who agrees to take it from the Promoter. The specifically allotted Parking Space (Dependent/Independent) to a particular Allottee shall be regarded as Reserved Area to be allotted for the exclusive use by the individual Allottee as decided by the Promoter.
- 1.13 PROJECT shall mean the development being undertaken upon the land admeasuring about 53.3056 more or less, in LR Dag Nos. 3507 and 3508 more fully described in Part- II of the Schedule – A.
- 1.14 PROPORTIONATE SHARE will be fixed on the basis of the Carpet area of the Unit purchased in proportion to the Carpet area of all the Units in the block or the Project or the Complex as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.15 STRUCTURAL ENGINEER shall mean the Engineer appointed or to be appointed from time to time by Promoter for the preparation of the structural design and drawings of the buildings.

- 1.16 PHASE of a Real Estate Project shall mean a phase which may consist of one or more buildings or wings of the buildings in case of buildings with multiple wings or defined number of floors in a multistoreyed building/wing.

THE SCHEDULE – K ABOVE REFERRED TO  
(ALLOTTEE'S COVENANTS, OBLIGATIONS AND ACKNOWLEDGEMENTS)

1. The Allottee has prior to execution of this Agreement already inspected and got himself/herself/itself/themselves satisfied about the physical nature and measurement of the said land and has also made necessary and relevant enquiries and has accepted the specifications of the materials to be used, measurements, dimensions, designs, drawings and boundaries of the Project and the Complex. The Allottee has appraised himself/herself/itself/themselves about the Title Documents, the Plan and all other necessary documents and agreements and has fully satisfied himself/herself/itself/themselves about all aspects of the Project including:
  - a) the title of the Owners in respect of the said Property;
  - b) the right, title and entitlement of the Promoter in respect of the Unit and the said Land;
  - c) the Plan;
  - d) the Carpet Area, Balcony Area, Terrace Area, and Built-up of the Unit and the Project;
  - e) the Specifications;
  - f) the common areas/ common parts and facilities;
  - g) the Project details including progressive phase-wise construction completion and delivery of various Buildings/Blocks and the common areas/ common parts and facilities;
  - h) the right, title and interest which the Allottee is going to obtain in respect of the Unit;
  - i) the entitlement of the Owners and the Promoter to enter into this agreement; and
  - j) the terms and conditions of this Agreement.
2. The Allottee acknowledges that the Allottee shall abide by the charges, rules and regulations framed by the Promoter or Association from time to time for the use and enjoyment of the common areas/ common parts and facilities.
3. The Allottee has represented and assured the Promoter that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the said Unit and has adequate competence to fulfill his/ her/ its/ their obligations under this Agreement.
4. The Allottee is entering into this agreement with full knowledge of all laws, rules, regulations and notifications applicable to the residential projects in general and the Project in particular.
5. The Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN and Aadhaar card as required by the Promoter and/or the Owners from time to time.
6. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the Unit and remittance of funds.
7. The Allottee shall further abide by and comply with all applicable rules, regulations and statutes as laid down and notified from time to time for usage, maintenance, possession and enjoyment of the said Unit and shall keep the Promoter saved secured indemnified and harmless in this regard.
8. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over the possession of the said Unit, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Promoter and the Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
9. The Allottee acknowledges that the blocks/buildings and common areas/ common parts and facilities may be made available and handed over to such Facility Manager for operation and maintenance progressively upon completion.
10. The Allottee hereby agrees to and covenants with the Promoter not to raise any dispute or put forward any objections with respect to any ongoing construction work of other parts of the Project such as other Buildings/Blocks and the common areas/ common parts and facilities and also

acknowledges that some of the common areas/ common parts and facilities may be provided only upon completion of the entire Complex.

11. The Allottee hereby agrees that the certificate of the Architect as to the measurement of the said Unit and specifications shall be regarded as final and binding upon the parties herein.
12. The Allottee hereby declares and confirms that the Promoter has, prior to the execution hereof, specifically informed the Allottee that the Promoter will be entitled to erect/provide space for electric sub-station/transformer in the Project/Complex and that the same shall be handed over to the West Bengal State Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or any other service provider or appropriate authority. Consequently the workmen, staffs, employees and agents of the West Bengal Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or the any other service provider or appropriate authority shall at all times thereafter, have the right and authority to enter upon the Project/Complex for the purpose of access to and from any proposed electric installation and the Allottee hereby consents and agrees to the same and neither the Allottee nor the Association shall raise any dispute or objection to the same.
13. The Allottee shall not in any manner cause objection in the construction or completion of the Buildings/ Project/ Complex, nor shall commit breach of any of the terms and conditions herein contained. In the event of any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or demising other units/constructed areas to the transferees, then and in that event without prejudice to other rights of the Promoter in this regard, the Allottee shall be liable to indemnify and compensate the Promoter for all losses, damages, costs, claims demands, actions and proceedings that may be suffered or incurred by the Promoter.
14. The Allottee shall bear and pay all cost and expenses of stamp duty, registration charges and other statutory fees and other incidental expenses in relation to preparation, execution and registration of this agreement, any other documents and the proposed deed of conveyance for the transfer of the Apartment in favour of the Allottee.
15. The Allottee shall bear and pay a sum of Rs. 15,000/= ( Rupees Fifteen Thousands only) plus G.S.T to the person nominated by the Promoter towards the documentation charges for the preparation of this agreement, the proposed deed of conveyance and other necessary documents for transfer of the said Unit(s). The Allottee shall further pay such amounts (estimated as a sum of Rs. 15,000/- plus applicable taxes) to the person nominated by the Promoter towards miscellaneous expenses for registration of this agreement and proposed deed of conveyance. It is agreed that fifty per cent (50%) of such amounts shall be paid by the Allottee upon execution of this agreement and the balance fifty per cent (50%) shall be paid by the Allottee on or before the execution of the proposed deed of conveyance or at the time of possession of the said Unit(s), whichever is earlier.
16. The Allottee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the said Unit leviable for the period from the date of possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the said Unit in favour of the Allottee, whichever is earlier. Until separate assessment/ apportionment and/or mutation of the said Unit, the Allottee shall periodically pay and/or reimburse to the Promoter the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the said Unit. Upon the separate assessment/ apportionment and/or mutation of the said Unit, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the said Unit. Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Unit and proportionately for the Project/Complex from the date of possession or from the date of execution of the deed of conveyance for transfer of the said Unit in favor of the Allottee, whichever is earlier.
17. The Allottee shall deposit with the Promoter the following amounts as interest free deposit (Deposits) which shall be paid at the time of possession or deed of conveyance, whichever is earlier:

Interest free maintenance deposit:	Rs. _____
Deposit for municipal rates and tax:	Rs. _____
Deposit for mutation expenses:	On demand
Deposit for sinking fund:	On demand
Electricity connection and meter deposit	On Actuals



The surplus/deficit of the Deposits shall be transferred by the Promoter to the Association upon its formation after deduction of all expenses and adjustment of outstandings from various allottees.

18. The Promoter shall be perpetually entitled to use the elevation, common parts of the buildings/blocks of the Project and Complex, the common areas/ common parts and facilities as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.
19. The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority / service provider or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
20. The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
21. The Allottee acknowledges that the Total Price has been agreed between the parties taking into account the effect and benefits of the input tax credit under the applicable laws.
22. Nomination: If prior to execution of the conveyance, the Allottee(s) nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter. However the first 18 (eighteen) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. At the time of nomination, the new purchaser will be compulsorily required to register the Agreement for Sale/Nomination Agreement. The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.
22. Specifications: The tentative specification is as given in **Schedule-G** hereunder. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the quality of the substituted materials or specifications is equivalent or higher than the quality of materials and specifications as set out in the Schedule-G.
23. Amenities: The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities in the Complex is as given in the Schedule-D below. No substantial or significant changes will be done. Since the Complex will be developed project-wise/phase-wise the description and location of the common areas/ common parts and facilities pertaining to the Complex may change. The Allottee acknowledges that the blocks/buildings and common areas/ common parts and facilities shall be made available and handed over progressively upon completion, and many of the common areas/ common parts and facilities may be provided only upon completion of the entire Complex.
24. The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit(s) exhibited at the site (if any) only provides a representative idea and the actual Apartment agreed to be constructed and does not include the fittings and fixtures of the model unit. In case of any subsequent written understanding with the Allottees pursuant to which fittings and fixtures are agreed to be provided, they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in Schedule-G hereunder is maintained.
25. The Promoter shall be entitled to make such additions and alterations in the plans of the Project as may be required due to some practical problems or some minor planning error or requirement of more parking or for some other practical considerations which does not materially affect the Unit and the provision of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and for that the Allottee gives his consent.

26. Timely payments by the Allottee is the essence of this agreement.
27. The Promoter has specifically informed the Allottee that the Promoter shall be utilizing and commercially exploiting the additional land that has been or may be added or amalgamated, and shall be altering, relocating and/or redistributing the size and location of the public and other open spaces as well as modifying the location, type and numbers of car parking spaces in the Project and the Complex, and the Allottee has granted his/her/its/their express consent to the same.
28. The Allottee shall have the right to obtain home loan finance and/ or financial assistance from any bank/ financial institution as approved by the Promoter from time to time for the purpose of creating mortgage in respect of the said Apartment provided however the Allottee shall observe and perform and perform the covenants, obligations, restrictions, stipulations, terms and conditions including payment of all amounts stated in this Agreement and in no event shall the Owners and/or the Promoter assume any liability and/or responsibility for any such loan or financial assistance availed by the Allottee. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
29. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project/Complex, shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act 1972.
30. The Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and/or Complex and to offer the land in the Project/Complex along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Promoter. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment or the Project or the Complex, as the case may be). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees for any liability, mortgage loan and interest thereon (or obtain NOC for the same) before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
31. It is agreed between the parties that the specific location of the parking spaces (if any), the right to which is expressly agreed to be granted under this agreement for use by the Allottee, shall be identified solely by the Promoter at the time of delivery of possession of the said Unit to the Allottee, and such identification (if any) shall be final and binding on the Allottee.
32. The Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment, and the same shall not include the period of extension given by the Authority for registration.
33. The Allottee shall use and enjoy the facilities and amenities meant to be used and enjoyed in terms of the agreements, rules and regulations etc. in common with the Transferees. The membership and the right to use the facilities shall always be subject to payment of charges, fees, taxes and observance of regulations as framed with regard thereto. It is clarified that certain facilities, areas and installations may be made available on a pay and use basis.
34. The right of the Allottee shall remain restricted to the respective Apartment and appurtenants thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.
35. The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/ her right to the use of common areas/ common parts and facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and

- performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.
36. The construction progress dates provided (if any) are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule but the Promoter and acknowledges that there is likely be delays in the timelines provided.
  37. Certain areas shall be earmarked by the Promoter as excluded and reserved and shall not be open for common use (Reserved Areas and Facilities) and are specifically mentioned in the Schedule- E hereunder. The reserved areas and facilities shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to use, allow or grant such Reserved Areas and Facilities or any part or portion thereof to any person or allottee. The Promoter shall also be entitled to the rights and privileges (Reserved Rights) morefully mentioned in the Schedule-H hereunder written.
  38. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
  39. The Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

ANNEXURE-A  
(LAY-OUT PLAN OF THE COMPLEX)

ANNEXURE-B  
(LAY-OUT PLAN OF THE PROJECT)

ANNEXURE-C  
(LAY-OUT PLAN OF THE APARTMENT)

ANNEXURE-D  
(COPY OF WBHIRA REGISTRATION CERTIFICATE)

ANNEXURE-E  
(REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Apartment/Unit the Allottee agrees and covenants:

1. To co-operate with the other Apartment/Unit owners/allottees and the Promoter in the management and maintenance of the Building/Project/Complex.
2. To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment/Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
4. To allow the Promoter with or without workmen to enter into the said Apartment/Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment/Unit Owner.
5. To pay charges for electricity in relation to the said Apartment/Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Building/Project/Complex.

6. Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment/Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment/Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment/ Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
8. Not to do or cause anything to be done in or around the said Apartment/ Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment/ Unit or adjacent to the said Apartment/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
9. Not to damage demolish or cause to damage or demolish the said Apartment/ Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment/ Units in the building or which may cause damage to any other portion of the building in any manner.
10. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment/ Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
11. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Promoter/ Association.
12. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building/Project/Complex.
14. Not to use the said Apartment/Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
15. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
16. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/Association.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. The Promoter shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Promoter. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas/ common parts and facilities or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Apartment/Unit.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

23. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter to the Association.
24. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas/ common parts and facilities.
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Association a copy of which will also be forwarded to the local Police Station. The Association will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
27. The Association will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
28. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Association for easy identification. All fit-out work inside the Apartment/ Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association of FMC as the case may be.
29. The Apartment/Unit Owner and their visitors shall not litter in the common areas/ common parts and facilities specially betel juice and tobacco products.
30. Smoking Zones may be provided within the complex where only smoking will be permitted and smoking will be prohibited at all other places.
31. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
32. Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
33. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose provided however such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
37. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
39. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
41. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Allottee.
42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for

this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex.

44. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
45. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public function in any part of the property, except with the permission of the Promoter/ Association as the case may be.
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Promoter to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper.
51. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the common areas/ common parts and facilities for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said Complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc shall not be done or permitted within the said Complex and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by this..
52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Not to install any air conditioner, except in the approved places.
54. Not allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged. The Promoter may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoter with the Service Provider shall be honored for the term of the Agreements/contract.
55. Pay such further deposits as required by the Promoter/FMC/Association time to time.
56. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the FMC or the Association as the case may be.
57. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
58. The lobby should be kept clean at all times.
59. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex.
60. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Promoter or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.
61. 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.
62. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
63. No cooking will be allowed in the common areas/ common parts and facilities, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Association.

64. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
65. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
66. Car Parking stickers should be obtained from the Promoter or the Association to track authorized vehicles.
67. The Promoter or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
68. The Promoter or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :
  - (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The fit-out works are in compliance with the guidelines as framed by the Promoter/ Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/Unit, shall be undertaken at the expense of the Allottee .
  - (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas/ common parts and facilities, such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas/ common parts and facilities.
  - (v) All Apartment/Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.
69. The Promoter will hand over the Fit-Out Rules at the time of handing over possession. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment/Unit, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association.
70. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
71. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
72. No Apartment/Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..
73. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
74. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge 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 Promoter.
75. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter and no puncturing of window/wall to install AC Units will be permitted. The Apartment/Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System, which the Allottee shall have to strictly follow while installing their AC Units.
76. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.

77. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/Unit it shall have been caused.
78. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
79. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
80. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Association of the Project may direct or throw into dustbins provided for the purpose within the common service area.
81. No vehicle belonging to an owner/occupier of Apartment/Unit or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Building/Project/Complex by another vehicle.
82. The Apartment/Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment/Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
83. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Promoter will be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.
84. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas/ common parts and facilities including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
85. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
86. Use the spittoons / dustbins located at various places in the Project.
87. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
88. Not to sub-divide the said Apartment/Unit and the common areas/ common parts and facilities, under any circumstances.
89. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the common areas/ common parts and facilities, including but not limited to acts of vandalism, putting up posters and graffiti.
90. Not to put up or affix any sign board, name plate or other things or other similar articles in the common areas/ common parts and facilities, inside or outside the windows and/or the outside walls of the said Apartment/Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment/Unit.
91. Not to install or keep or run any generator in the Said Apartment/Unit.
92. Not to damage the common areas/ common parts and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
93. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
94. Not to cover the common areas/ common parts and facilities, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
95. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
96. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Complex. The Allottee shall also ensure that its employees, agents, contractors or Associates do not in



any way deface, vandalise or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act.

97. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, fire laws, environmental laws as are applicable for the use of the said Unit.
98. The Allottee shall not make the Promoter responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Promoter shall however make all reasonable efforts to set right the same as soon as possible;
99. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Promoter in connection with or for common purpose or incidental to any services of the said Complex.
100. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
101. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
102. Not to sub divide or partition the Said Unit in any manner whatsoever.
103. House rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association.
104. Not to do anything or prevent the Promoter from making further or additional constructions on any day notwithstanding any temporary disturbance in the Allottee's enjoyment of the Said Unit.
105. Not to raise any objection in the Promoter's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Allottee's Unit and the considerations for these rights will be received by the Promoter.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owners at Kolkata in the presence of:

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter at Kolkata in the presence of:

1.

2

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee at Kolkata in the presence of:

1.

2.