

**SWAPNO PURON****PHASE II****AGREEMENT FOR SALE**

This agreement for sale ("Agreement") executed on this \_\_\_\_\_day of  
\_\_\_\_\_, 20\_\_\_\_.

By and Between

**DECORATIVE STONE INDIA PRIVATE LIMITED (PAN AAACD9630J)**, a company incorporated under the Companies Act, 1956, having its registered office at 14, Bentinck Street, P.O. Bentinck Street, P.S Burrobazar, Kolkata - 700001 represented by \_\_\_\_\_, son of \_\_\_\_\_, (PAN \_\_\_\_\_) (Mobile No. \_\_\_\_\_) residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata - \_\_\_\_\_ and hereinafter jointly referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**  
AND

**SRIJAN REALTY PRIVATE LIMITED (PAN AAHCS6112K)** a Company incorporated under the Companies Act having its regd.

Office at 36/1A, Elgin Road, P.O Elgin Road, P.S. Bhawanipore, Kolkata – 700 020 , represented by its authorized signatory Mr. \_\_\_\_\_(PAN – \_\_\_\_\_ ) (Mobile No.\_\_\_\_\_), son of \_\_\_\_\_ authorized vide resolution of the Partners dated \_\_\_\_\_ residing at\_\_\_\_\_ , P.O \_\_\_\_\_, P.S \_\_\_\_\_, Kolkata - \_\_\_\_\_ and **SRIJAN STAR REALTY LLP** (PAN\_\_\_\_\_) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 having its registered Office at 36/1A, Elgin Road, P.O Elgin Road, P.S. Bhawanipore, Kolkata – 700 020 represented by Mr.\_\_\_\_\_ (PAN\_\_\_\_\_ ) (Mobile No.\_\_\_\_\_ ) , son of \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context in the case of the Company be deemed to mean and include their respective successor and/or successors in interest and assigns and in the case of LLP shall mean the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the **SECOND PART:**

AND

[If the Allottee is the company]

\_\_\_\_\_ (CIN no. \_\_\_\_\_ ), 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 \_\_\_\_\_ (Aadhar No.\_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the" Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the **THIRD PART:**

[or]

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

\_\_\_\_\_ a partnership firm (or a Limited **or A LLP**) 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, \_\_\_\_\_(Aadhar No.\_\_\_\_\_ \_\_\_\_\_) authorized vide \_\_\_\_\_hereinafter referred to as the" Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the THIRD PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. \_\_\_\_\_(Aadhar No.\_\_\_\_\_ ) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ , PAN no. \_\_\_\_\_)and (2) Mr. / Ms. \_\_\_\_\_(Aadhar 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 No.....) son of ..... , aged about ....., for self and as the Karta of the Hindu Joint Mitakshara Family known as .....HUF, having its place of business/ residing at ..... , PAN no. ....) hereinafter referred to as the" Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being ..... of ..... the ..... said ..... HUF, and their respective heirs, executors, administrators, 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 owner, the promoter and allottee shall hereinafter collectively be referred to as the "parties " and individually as a "party"

**WHEREAS:**

- A. The Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring land containing an area of 1043.5 decimal equivalent of 31.62 Bighas be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73 ) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas hereinafter referred to as the "**SAID ENTIRE HOUSING COMPLEX**" more fully described in **Part-I** of **SCHEDULE-A** AND demarcated in a Plan externally bordered in Color Maroon annexed hereto and marked **Annexure-A**.
- B. Other than the Said Entire Housing Complex Land, the Owners as well as the Promoter intend to add new parcels of land lying in the adjoining areas and with that intent:
  - (i) Have executed agreements for purchase of Land measuring 245.5 decimal equivalent to 7.44 Bighas in various Dag nos. adjacent to the said acquired land more fully described in **Part – II** of the **Schedule-A** “-
  - (ii) The Owners are also in the process of purchasing land measuring 1092 decimal equivalent of 33.09 Bighas more or less in close contiguity which is intended to be part of development , more fully and particularly described in **Part-III** of **Schedule-A** .

The Part-II and Part-III land parcels are collectively referred to as the **(Future Development Land)**.The said addition of land will increase the present area of the Said Entire Housing Complex Land and the Allottee has no objection to such increase in the area of the Said Land. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development Land already purchased and/or to be purchased and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Developer will also create few more facilities in the future development which will also be shared by Allottees of all phases in terms of Rule 10 of the Said Act.

- C. The recital and the title Documents of the Owners are more fully described in the **SCHEDULE – F** hereunder;
- D. The First Phase/ Project will be developed on land measuring **279.35 Decimal** equivalent to **8.45 Bighas** hereinafter referred to as the '**FIRST PHASE LAND**' more fully described in the **Part-IV** of the **Schedule-A**. There will be 10 blocks, as demarcated in the Plan annexed hereto and marked Annex-A and internally bordered in Color \_\_\_\_\_
- E. The Second Phase/Project will be developed on land measuring **213.81 Decimal** equivalent to **6.47 Bighas** hereinafter referred to as the '**SECOND PHASE LAND**' more fully described in the **Part-V** of the **Schedule-A**. There will be 11 blocks , as demarcated in the Plan annexed hereto and marked Annex-A and internally bordered in Color \_\_\_\_\_
- F. The Third Phase/Project will be developed on land measuring **95.72 Decimal** equivalent to **2.90 Bighas** hereinafter referred to as the '**THIRD PHASE LAND**'more fully described in the **Part-VI** of the **Schedule-A**. There will be 3 blocks as demarcated in the Plan annexed hereto and marked Annex-A and internally bordered in Color \_\_\_\_\_
- G. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired on land measuring 1337.5 decimal equivalent to **40.53 Bighas**

referred to as '**FUTURE PHASES**' as defined herein and more fully described in Part – VII of the **Schedule-A** based on sanctioned plan /modified plan and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.as shown in the Plan annexed hereto and marked ANNEX- A .

- H. There is 7.01 Meter demarcated road/passage , services provided by the Promoter and running along such passage will keep on extending with the extension of the passage which will provide a Common access for all future phases and also for Club and common amenities and also to future development of the Promoter. This Road/Passage will remain the exclusive property of the Developer / Landlord always but all phases including future development of the Developer will utilize this passage as demarcated in a plan.The Promoter will hand over Usage and Easement Right of the passage and the services running alongwith it to the association/local government authority after completion of all phases .
- I. The said phase/project land is earmarked for the purpose of building a residential complex comprising multistoried apartment buildings and the said projects shall be known as SWAPNOPURON alongwith other phases/project, if any.
- J. The Allottees of Units in any one 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 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 and also Future Phases as defined herein
- K. The Owners and the Promoter have decided to develop the said entire Housing Complex and for that purpose have entered into a joint development agreement dated 29.10.2018 and registered in the office of the Additional District sub-registrar, South 24 Parganas, and recorded in Book No.I, Volume No.1604, Pages 192829 to 192917 Being No.160406539 for the year 2018 ;
- L. By a Power Of Attorney dated \_\_\_\_\_ executed by the Owners of the One Part and the Promoter of the other Part and

registered in the office of the Additional District Sub-Registrar, South 24 Parganas, and recorded in Book No.l, Volume No.\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ Being No.\_\_\_\_\_ for the year \_\_\_\_\_ the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.

- M. In terms of Clause 8.2 of the said Development Agreement for the purpose of developing, the said Developer Srijan Realty Private Limited along with Star Projects And Infrastructure Private Limited having their Office at 17 Shyama Prasad Mukherjee Road, Kolkata - 700025 formed a Limited Liability Partnership under the name and style of **SRIJAN STAR REALTY LLP**, the Promoter herein.
- N. It is presently envisaged that the entire Housing Complex to be developed will consist of residential Units. Other phases will be defined by the Promoter time to time and the Housing Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBHIRA.
- O. The Owners and the Promoter have further decided that the aggregate Ground Coverage/FAR sanctioned for the entire Housing Complex need not be 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 entire Housing Complex.
- P. This Project will consist of several independent segments, viz (i) Residential Units (ii) Club, which may be changed and varied as per the decision of Promoter. The independent segments are only indicative and may be modified and varied at the option of the Promoter and in the manner prescribed in the Act without changing this phase/project as per the Agreement.
- Q. All The Facilities and Amenities will be mutually shared by all the phases of the entire Housing Complex and with the progression of development of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a

common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases .all the common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of Apartment Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Housing Complex including Future Phases. Till such time the Mother/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 expenses(CAM) 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, basic 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 builder (3 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 Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/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.

- R. The promoter has obtained the final layout plan approvals for this project/phase from Sanctioning Authorities. The promoter agrees and undertakes that it shall not make any changes to the layout plans except in strict compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Sanctioning 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.
- S. The Promoter has also made out proposed lay-out plan showing future proposed development as disclosed by the Promoter in his registration before WBHIRA Authority and further disclosed on the web-site as mandated by the Promoter.
- T. The Promoter will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan and/or as per further future land purchased in due course and add to the entire project.
- U. The promoter has registered/has applied for registration of the Second Phase/Project vide Application No. \_\_\_\_\_ 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 Registration Certificate of the Project granted by the WBHIRA bearing No \_\_\_\_\_ dated\_\_\_\_\_ is annexed hereto and marked ANNEX-D

- V. Based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them the Allottee after *prima facie* satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan sanctioned by the competent authorities in respect of the \_\_\_\_\_ Phase/Project and all other permissions necessary for construction and development of the \_\_\_\_\_Phase, had applied for an apartment in the Project vide EOI/application no.....dated.....and has been allotted/booked apartment no.....having carpet Area \_\_\_\_\_ Sq.Ft. and **Open/Covered Balcony** area admeasuring \_\_\_\_\_ Sq.Ft which are appurtenant to net usable area of flat, working out to a **Built-Up area** of \_\_\_\_\_ sq. ft. demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and **together with** Pro-rata share in the "common areas" (user right only since Common Area will be conveyed to Association) and facilities in the Block/Phase working out as defined under clause (m) of section 2 of the WBHIRA Act working out to a Super Built up area of \_\_\_\_\_ sqft type \_\_\_\_\_ on \_\_\_\_\_ Floor in Building Block No. \_\_\_\_\_ ("Building") together with exclusive right to usage of **Open/covered** Terrace/Private garden area measuring \_\_\_\_\_ Sq.Ft together with Right to Park \_\_\_\_\_ two wheeler(s) \_\_\_\_\_ / \_\_\_\_\_ Car(s) in the Open/Covered/ Independent /dependent Car Parking admeasuring \_\_\_\_\_ square feet located on the Ground Floor of or around the Building Block as permissible under the applicable law (hereinafter referred to as the "Apartment/Unit " as per Unit Plan annexed hereto marked **Annex-B** and described in **SCHEDULE B**);
- W. The Allottee has given his specific confirmation herein that the responsibility of title of the Said Property be on the Promoter until conveyance of the said building phase/wing and the said land thereunder.
- X. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter , have been uploaded in the official website of the Project under WBHIRA and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.

- Y. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project 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 which are so intended by the Promoter for use of the occupants of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).
- Z. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- AA. 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 and with the further understanding that the Promoter may charge different rates from different allottees for Apartments for different locations, specifications and at different times.;
- BB. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom finance has 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.
- CC. 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.
- DD. 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 agree to

purchase the Apartment and right to use of the Open/covered parking (if applicable) as specified in Para V;

**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. DEFINITIONS:**

**1.1** For the purposes of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the West Bengal Housing Industry Regulation Act 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.

**1.2 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 Building(s).

**1.3 ALLOTMENT / BOOKING/AGREEMENT FOR SALE**- shall mean the provisional Booking letter and/or this Agreement for sale of the Apartment.

**1.4 APEX BODY or FEDERATION** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the Allottees in various buildings/phase where each such associate or any other legal entity , as the case may be , which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs

and administration in respect of each of the buildings/phase for which they are formed.

- 1.5 **ASSOCIATION OF ALLOTTEES'** means a collective body of the allottees of a real estate project , by whatever named called , registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottees.
- 1.6 **BLOCK/TOWER** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.7 **BUILT UP AREA** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.8 **ENTIRE HOUSING COMPLEX PLAN** shall mean the plan relating to the entire Housing Complex envisaged at present to comprise altogether three Projects/Phases more fully demarcated and externally bordered in Color " \_\_\_\_ " in the Plan attached herewith and marked "**Annex A**" plus further future extensions to this Complex without becoming part of any other housing complex but will merge and integrate with this complex only and become part of this Complex.
- 1.9 **FSI OR FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.
- 1.10 **PROJECT / PHASE PLAN** shall mean the project plan for this project duly identified and demarcated and internally bordered in \_\_\_\_ in the Plan attached herewith and internally marked "**Annex-A**", .

- 1.11 **CARPET/CHARGEABLE AREA** shall mean the net usable floor area of the Unit , excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit,
- 1.12 **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Housing Complex including those mentioned in **SCHEDULE- L** hereto.
- 1.13 **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 Builders and/or occupants of the respective units and all other purposes or matters in which Holding Organisation / Maintenance Body and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire Housing Complex.
- 1.14 **COMMON AREA / 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 and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE -E** hereunder. The Commercial Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. Commercial Facilities which are not specifically declared to be 'Common' can be sold by the Promoter to any person without any interference of the Allotees.

**1.15 LIMITED COMMON AREAS AND FACILITIES** shall mean such common 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 - G**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor plus the Reserved Areas as defined.

**1.16 PARKING SPACE** shall mean right to use space either covered or open or in open land, sufficient in size for parking of car, two wheeler or cycles in the portions of the basement, ground floor level or at other levels including Mechanised Parking, whether open or covered, of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the Plans approved by the planning authority to be allowed by the Promoter for exclusive use of the Allottee who opts to take it from the Promoter at a consideration. The specifically allotted Car Parking spaces(Dependent / Independent) to a particular Allottee shall be regarded as 'Limited Common Area/ Reserved Car Park' to be allotted for the exclusive use by the individual Allottee as decided by the Promoter.

**1.17 PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block 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.

- 1.18 **SUPER BUILT UP AREA** will be the Carpet Area plus Veranda/balcony/ terrace which are exclusively meant for the Allottees of the respective apartments and including the right in common parts and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees
- 1.19 **PHASE** of a Real Estate Project means a phase which may consist of a building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.
- 1.20 **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 .
- 1.21 **SANCTIONING AUTHORITIES** shall mean the Local CHANDI Gram Panchayet along with The South 24 Pargana Zilla Parishad Authorities .

## 2. TERMS

**2.1 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 above in this agreement.

2.2 The consideration of total price of the (Apartment) based on the carpet area is Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only ("Total price") which includes the cost of Apartment, cost of proportionate right of common area, cost of the right of exclusive usage of private garden , cost of the right of exclusive usage of Covered/Open car/ Bike parking, cost of the non-exclusive usage/membership of the Club House, and cost and expenses incurred an/or to be incurred on account of various External Development Charges(DEC), taxes, maintenance charges as per Clause 13. Breakup and description is more fully described in **SCHEDULE – C** hereunder written

**Explanation:**

I. The **Apartment** Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

The Apartment Price excluding GST, Extra Charges and Deposits is as mentioned in Schedule C. Other than the Apartment Price, Buyer is liable to pay GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause F) and also in the Booking Letter (Table- 3 of Booking Letter).

**Schedule-C and Table-3 of Booking Letter / clause F of EOI together is for the sake of convenience only defined as total price( which includes taxes, extra charges and deposits).**

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 certificate subject to Clause 13 hereafter providing

that the cost of maintenance of the Apartment/Building or the Project or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC which shall be included in the total price.

- III. Also includes Extras and Deposits , Incidental Charges etc which is mutually fixed and non-negotiable and the Allottee will not raise any issues in this regard in future.

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;

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto..

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.

- IV. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) 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
- V. The Total Price of Apartment includes recovery of proportionate price of land, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and plumbing, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per Clause13 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and

also, pro rata share in the Common Areas; exclusive rights in Open/Covered parking(s) (dependent/independent) as provided in the Agreement

- VI. Payment of any installment if made in advance shall be adjusted to the next installment as mentioned above . No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee.
- VII. 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.
- VIII. **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 12(twelve) 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 Transferee 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.

- IX **SPECIFICATIONS** -The tentative specification of the Residential Segment is as given in **SCHEDULE - D** below. 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 Builder shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE- D** .

- X **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 Residential Segment is as given in the **SCHEDULE - E** below.. No substantial or significant changes will be done . Since the entire Housing Complex will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire Housing Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered .
- XI. 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 only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are 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 –D hereunder is maintained.
- 2.3 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 n, if any, granted to the said project by the Authority as per the Act , the same shall not be charged to the Allottee.

In case CESC or WBSEDCL 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 may be required to pay proportionate Security Deposit.

- 2.4 The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE- C("Payment Plan")**.
- 2.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_ % (\_\_\_\_ 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.
- 2.6 It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of \_\_\_\_ Phase/Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule D** (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 changes, additions or alterations as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location 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 after proper declaration and intimation to the Allottee , the Promoter will be allowed to change and for that the Allottee gives his consent. Provided

further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall not be required.

- 2.7 The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.
- 2.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area 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 may 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 para 2.2 of this Agreement.

- 2.9 Subject to Clause 11 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. Since the share / interest of

Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the association of Allottees as provided in the Act.. and the Proportionate share of the Allottee in the land and also user right in the common areas and such rights shall always be variable.

- 2.10** The allottees of the apartments of each of the buildings within the Complex shall own in common with other allottees, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.
- .2.11 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 consent of the project engineer and complying with all safety measures while visiting the site.
- 2.12. It is made clear by the Promoter and the Allottee agrees that the Apartment along with open/covered parking (dependent / independent), if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project is an independent, self-contained 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 and for the purpose of integration of infrastructure and facilities and for the benefit of the Allottees like Club House etc.. It is clarified that Project's

Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the entire Housing Project with further future extensions.

2.13. 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**.

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

2.15. 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 booking the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as per Schedule – C as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount 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.

### **3. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft or online payment (as applicable) in favour of '**SRIJAN STAR REALTY LLP.**' payable at Kolkata . It is agreed and recorded that no cash payment is acceptable by the Promoter from 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.

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

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

4.2 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.

## **5. 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 payments in any other manner.

## **6. TIME IS ESSENCE**

(i) **Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project/phase as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas in the Phase to the association of the Allotees after receiving the occupancy certificate\* or the completion certificate/partial completion or both, as the case may be subject to the same being formed and registered as per local law. 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 at the prescribed rate which at

present is 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 simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

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.

(ii) 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. 5000/- (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.

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

7.1 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 Sanctioning Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions, if any, 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.

7.2 The Allottee has seen the proposed layout plan, and has independently made himself aware about the specifications, amenities and facilities of the apartment and accepted the floor plan, Payment Plan and the specifications, amenities and facilities as mentioned in the Schedule, along with this Agreement which is presently pending approval by the WBHIRA Authority/ has been approved by the competent authority, as represented by the Promoter and the Allottee is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings. The Promoter shall develop the SECOND Phase/ Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities . Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Sanctioning Authorities and shall not have an option to make any variation / alteration / modification in such plans except rise in the floors Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7.3(A) The Promoter has agreements with all the contractors and suppliers for five years warranty /Guarantee for defects and Allottee(s) will be required to get the services from them directly for any structural or other defect . The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Association. Allottee can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

(B) The Promoter has opened a separate Account in Paddapukur branch of Axis Bank for the purpose as provided in sub-clause (D) of Clause (I) of Sub-Section (2) of Section 4.

7.4 Taking into account any extra FAR sanction, if any becoming available, on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI, 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 Sanctioning Authorities or concerned authorities. However the Promoter can use the FAR only if in this project/phase , lay-out 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 lay-out will be permitted in this project/phase but can change the lay-out vertically and horizontally both in other phases/projects of the Housing 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 Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

7.5 The Allottee acknowledges that in the event of such changes being undertaken , 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 common parts and portions.

7.6 The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the phase/project as per Annex – A and so far as the Allottee's Apartment is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Sanctioning Authoritiesand shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Plan of the Apartment agreed to be purchased by the Allottee is annexed hereto and marked Annex-B

7.7 Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and obtain development permission including for re-development project and thereupon may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plans under applicable laws, rules and regulations wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, playgrounds 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 FSI/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 FSI/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 Completed phases are concerned they are already constructed and no extension will be permitted and in respect of present project under construction out of the entire housing complex is concerned the additional FSI/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 the Promoter decides. 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 this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing 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 Housing 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/Occupiers of the present Phases/Complex.

7.8 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 as the same may be utilized for construction activities during the construction period.

7.9 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 entire Housing Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee and also delivery within the committed time.

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

8.1 **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 to the Association of the Allottees , is the essence of the Agreement. Provided that 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 on the aforesaid date and the same shall **not** include the period of extension given by the Authority for registration. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31.12.2022, with a grace period of six months (Completion date) in case the Promoter fails to complete the Project. 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 real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Promoter will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate/ Partial Completion 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 / Amenities 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.

8.2 The right of the Allottee shall remain restricted to the respective Apartment and the properties appurtenant 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.

8.3 The Promoter has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided 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 knows there will definitely be delays in the timelines provided but the Promoter assures the Allottee that the Project will be completed within the 'Completion date' provided herein above and accordingly tentative dates are mentioned in the payment plan.

#### **8.4 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 Certificate(or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration 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 live in the Apartment till Occupation Certificate is received and Deed of Conveyance is executed.

(ii) The Promoter, upon obtaining the Occupancy certificate/Completion Certificate/Partial Completion 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 15 (fifteen) days of 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of Allotees, as the case may be 3 months from the date of issuance of Completion Certificate . The Promoter shall hand over the photocopy of the Completion

Certificate of the Project to the Allottee at the time of conveyance of the same.

(iii) At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable,. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

#### **(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 15<sup>th</sup> day from the date of 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:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the Possession Date or as agreed;

The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the

Said Complex and the Promoter/Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (a)To the discontinuance of supply of electricity to the Said 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 said housing complex to the said Allottee and/his/her/their family members and guests, staff and visitors.

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.

(v) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges , Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non-negotiable and Allotees will not raise any issues in future in this regard and the Promoters and the Allottee agrees not to dispute the same.

(vi).All other expenses necessary and incidental to the management and maintenance of the Project.

**8.5 Schedule for possession of the Common Amenities:** The Promoter herein is developing the said land which consists of

various phases having common amenities like landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of First Phase on the said land . The Promoter assures to hand over possession of the said common amenities on 31.12.2022 with a grace period of 6 months. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non completion of aforesaid common amenities if the said Apartment has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can cohabit in the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter.

8.6 After taking possession and/or after 105 days of the notice of possession of the Apartment the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Apartment ) of outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings. 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 same shall be handed over to the Apex/Mother Association on completion of the entire Housing Complex after deducting Maintenance charges incurred by the Developer in that account

#### **8.7 Failure of Allottee to take the possession of Apartment::**

8.7.1 Upon receiving a written intimation from the Promoter as per clause - above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment

to the Allottee. In case the Allottee fails to take possession within the time provided in clause above, 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 holding charge of Rs. 2500/- per month as Guarding Charges for the period of delay in taking possession.

8.7.2 The Allottee must not fail to take actual physical possession of the Apartment within a period of not more than three months from the date of completion failing which the Promoter may have the Allottee shall become liable to pay the Guarding Charges of Rs. 2500/- p.m and all other losses which the Promoter may have suffered on this Account. The Allottee shall be liable to pay and/or contribute all Municipal rates, taxes, Guarding Charges, Maintenance and other outgoings proportionately for the Apartment 3 months 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 (i.e end of 15 days from date of the Notice of Possession)

8.7.3 Until the Society or Limited Company is formed and the Said structure of the phases is 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. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the phases is executed in favor of the Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the phase the aforesaid deposits(less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or association, as the case may be.

**8.8 Possession by the Allottee** - After obtaining the Completion Certificate/partial completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas (which includes entire land of the Phase), to the association of the Allottee 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 to the Association of Allottees within 30 days after obtaining the completion certificate or as per local laws.

However it also understood that even though the Entire Complex is under construction and during this if any of the Apartments of Block of the current Phase are ready to move before Completion date with basic facilities (electricity supply, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways) then the Promoter shall be at the liberty to send a notice for the possession to the Allottee and Allottee will be deemed to be in possession of the apartment from 15th day of such notice

#### **8.9 Cancellation by Allottee-**

(i) The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 8.9 (ii) below where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, 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 the booking amount paid for the allotment **or** 10% of the consideration and the applicable GST on such cancellation charges . Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The balance amount of money paid by the Allottee after the aforesaid deductions shall subject to clause 8.9(iii) below be returned by the promoter to the Allottee after

selling the Unit to a new purchaser within 45 days of such cancellation. Once the said flat is resold to any other allottee and subject to 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 fault 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.
- (iii) If the cancellation happens due to defaults in payment by the Allottee as per Payment Plan in Schedule-C despite reasonable notice does not come forward for registration of the Cancellation/termination of the Agreement for sale, the Promoter shall become entitled to cancel the Agreement for sale by executing and registering the Cancellation Agreement himself/itself and for this purpose the Allottee doth hereby grant the necessary power unto the Promoter to execute the said cancellation Agreement for and on his behalf as his Constituted Attorney.
- (iv) 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.

#### 8.10 Compensation-

8.10.1 The Promoter/Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision 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 the Common areas and the common purposes to the Association of Allottees.

8.10.2 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 date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 days of its becoming due..

8.10.3 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 Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .

8.10.4 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 Builder for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Builder.

8.10.5 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 and objection. Allottee

clearly agreed and understood that the payment obligations of the Allottee is linked inter-alia to the progress of construction and it is not a time linked plan. Allottee appreciate 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 schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clauses above .

8.10.6 It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling / marketing of the flats / spaces in this project shall not have any responsibility towards buyers of flats / spaces nor there shall be any claim by the purchasers of flats / spaces of this project(Allottees) against the marketing agent(s) regarding any matter relating to sale / transfer of the flats / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services for any unauthorized and/or wrong information provided by them."

8.10.7 The Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder)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, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder 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 therefor.

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

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

- (i) There are no litigations affecting the Said Land at present before any Court of law or Authority with respect to the Said land or Project. The Owner/Developer has absolute, clear and marketable title with respect to the said phase land the requisite authority and rights to carry out development upon the said phase land and absolute, actual, physical and legal possession of the said phase land for the project. On the basis of the title assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Promoter shall ensure the Owner's title;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;
- (iii) There are no encumbrances upon the said phase land or the project save and except mortgage created with Axis Bank for availing construction finance;
- (iv) There are no litigations pending before any court of law with respect to the said land, project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and Apartment are valid and subsisting and have been obtained by following 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, said land, Building and Apartment and common areas till the date of handing over of the Project to the Association of the Allottees.;
- (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 agreement for sale and/ or development agreement or 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, physical possession

of the Apartment to the Allottee and the common areas to the association of the Allottees once the same being formed and registered;

- (x) The Schedule property 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 schedule property;
- (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 certificate of Project/phase has been issued and Notice of possession issued irrespective of whether physical possession of apartment alongwith common areas (equipped with all the specifications,amenities and facilities) has been handed over to the Allottee and the Association of Allottees or not.;
- (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 said property) has been received by or served upon the promoter in respect of the said land and/ or project;
- (xiii) Subject however that if it is observed that there is any kind of deficit in any of the sub-clause (i) to (vi) above, which can be remedied, Developer shall do the same forthwith at his own cost and expense.

**10. CLUB :** Promoter proposes to set up at its own cost a proprietary club(CLUB) at the Complex outside the perimeter of THIS PHASE which will be owned by Promoter and to be known by such name as may be so decided by Promoter.

The building of the Club and the equipment etc. provided therein will be the property of Promoter. The right of the user and enjoyment however, shall be restricted only to those persons who shall become the members of the Club without any voting rights.

The membership of the club will be offered to the public but shall be by invitation only. The allottees of the Units in 'Complex' will be eligible to apply for the membership of the club. However acceptance of the any person/ allottees of 'Complex' as member of the club shall be solely at the discretion of Promoter.

If an Allottee becomes a member, cancellation of membership is not permissible. Transfer of membership will however be allowed if he sells his Apartment to any other Transferee.

The club operation and management will be done by Promoter or its representative or by any professional body as may be thought appropriate by Promoter. This professional body could also be a division, associate or company of the Promoter Group. If any Allottee becomes a member of the Club and In the event any Allottee leases or rents out his/her/its Apartment Unit , it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.

The membership of the Club shall be in the name of resident individuals. If the allottee/ any other person is a body corporate, it will be required to nominate the occupier of the allotted Unit/user of the Club, who for all purposes, will be treated as the member of the club. The membership will entitle entry and usage of the club to the member. The member's spouse and dependant children below the age of 18 years shall also be included to use the club on such terms and conditions as may be deemed fit by Promoter.

The membership of the club will be for a period of 30 years only and may be renewed after 30 years on such terms and conditions and upon payment of such further admission fees or other charges as may be so decided by Promoter. The Promoter will also be entitled to bill the members for a reasonable profit on the monthly charges. This 30 years period will be deemed to have commenced on & from the date of commencement of operations of the Club. The type of members may comprise of life members, patron members, day members, ordinary members, complex resident members, youth members and short term members etc. the detailed definition of each of this will be provided at the time of framing of the rules and regulations of the club on commencement of the club operations. The management of the club will decide the terms and conditions of each type of membership and also determine the admission fees and annual subscription.

The allottees of the Complex, accepted by Promoter, to become member, are required to pay one time non-refundable Admission Fee and also monthly subscription charges for maintenance and entitled to apply for membership shall be as per the details given below:-

	Per membership opted	Payable
Admission Fee(non-refundable)	A. 1,00,000/- for 3 BHK B. Rs.75,000/-for 2BHK Rs. 50,000/-for 1BHK/1 BK	As per Schedule
Monthly subscription per membership	Total Yearly Expenses divided by No of members divide by 12	

Maximum Person * eligible for membership	6 person
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## 11. EVENTS OF DEFAULTS AND CONSEQUENCES

- (A). Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
- (i) Promoter fails to provide ready to move possession of the Apartment to the Allottee within the time period specified 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 and for which Completion Certificate has been issued by the Competent Authority.

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

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

- (i) Stop making further payments to promoter as demanded by the Promoter by the Promoter. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating 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 this Agreement.;

11.1 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 the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 days of its becoming due...

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..

11.2 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 or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated. 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 as per **Schedule -C**, 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 in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond 2 consecutive months after the 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 the applicable GST payable on such Cancellation charges 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 . in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated:

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.

## 12 CONVEYANCE OF THE SAID APARTMENT

12.1 The promoter on receipt of complete amount of the 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 together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her 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).

12.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company , as aforesaid cause to be transferred to the Society or Limited Company all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the said structure of the Building or wing in which the said Apartment is situated.

12.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company , as aforesaid cause to be transferred to the Federation/apex body all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the Project Land on which the Building the Building with multiple wings are constructed except the road of approx 7.01 mt width road running from DH road to all the present and future phases.

12.4 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 entire price and other amounts and registered conveyance 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.

### **13 MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT**

13.1 The Promoter shall be responsible to provide and maintain essential services in the Project for three months from the possession date 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 3 months' maintenance only has been included in the total price of the Apartment.

- (i) After deemed taking over possession and/or after handing over maintenance of the Project / Phase to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.
- (ii) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the plots/apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the

Management of the Club House or as the case may be the service provider, from time to time.

- (iii) All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Promoter shall be the occupant in respect of any plot/apartment/building.

13.2 From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

- (i) regularly and punctually the proportionate share of maintenance charges;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as '**The Rates and Taxes**');
- (iii) The Allottee shall not withhold payment of the same on any account whatsoever.

#### **(14) 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 completion the association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

**(B)** After deemed taking over possession and/or after handing over maintenance of the Project / Phase to the association, 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 the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

- (C ) regularly and punctually the proportionate share of maintenance charges;
- (D) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').
- (E ) The Allottee shall not withhold payment of the same on any account whatsoever.
- (F) 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 .
  - (i) to the discontinuance of services;;
  - (ii) Prevent usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (G) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
- (H) 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.
- (I) 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.
- (J) In the event of sale and transfer of the Apartment the Promoter 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.

#### **(15) DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate and Notice of 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 solely attributable to the Promoter.

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 in clause hereinabove.

The Promoter shall obtain all such insurances, including but not limited to insurance of this Project and the cost of such Insurance till transfer of the Insurance in favor of the Association of Apartment Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Allottees.

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 Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the

amenities/equipments (v) accident and (iv) 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 allottee of flats should 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.

Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, STP, transformers, etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers guarantees/warrantees to the allottee or association of allottees as the case may be,
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations, deviations, misalignments including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

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 said Unit/building/phase wing 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 project amenities wherever applicable.

The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20° C 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 built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

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

16.2 Certain areas are / shall be earmarked as Excluded and Reserved areas more fully described as Limited Common Areas and Facilities in SCHEDULE G and shall not be open for common use Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- H** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

- (i) To raise further storey or stories or make construction , addition or alteration on the roof of the building or in any part thereof or on any open or covered space at the said Housing Project/Phase in accordance with law and to use

and connect all common installations facilities and utilities at said Housing Project/Phase for and to all such construction, addition or alteration.

- ii) To set or permit the setting up of V-Sat, Dish or other antennas etc. at or otherwise used or permit to be used the top roof of the buildings or any part thereof or the parapet walls or any constructions thereon or any part thereof for any projections, signboards, glow sign, placard, advertisement, publicity thereat or there from.

**16.3 The Promoter has the right-**

- a) To grant the right or facility of open (dependent/independent) /covered(dependent/Independent) /stilt (dependent/Independent) /mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of running blocks or in future phases on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.,
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire

project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter

- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.
- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).
- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof.
- i) since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
- j) The Promoter will have the liberty to change the direction of infrastructure services which may be required for the purpose of utilizing areas in adjoining phase/project without materially affecting the previous allottees.

16.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the

said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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

The Promoter/ Maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the 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.

#### **18. USAGE**

**Use of Basement and Service Areas:** The Basement (s) and service areas, if any, as located within the Complex, 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 or requirement of the project. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned and allotted for that purpose to any Allottee, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

#### **19.GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

19.1 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. 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 flat 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.

- 19.2 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. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. It is agreed recorded that the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room.
- 19.3 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.
- 19.4 Internal wiring for electrification will be provided for each Apartment. However, the Allottee(s) will have to apply to the

concerned Electricity Authority 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 to the concerned Electricity Authority .

- 19.5 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.
  
- 19.6 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 tenantable 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company
  
- 19.7 **CABLE/BROADBAND/TELEPHONE CONNECTION:**  
Provisions has been made only for one or more service providers as selected by the Developer for providing the services of cable, broadband, telephone etc. The Purchaser (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 Purchaser shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.

19.8 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 and also the route to take refrigerant piping and Drain lines, which the Allottee shall have to strictly follow while installing AC units or else the Allottees shall install window AC units.

19.9 The Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by 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 **SCHEDULE- I** hereto which may be amended and/or changed by the Mother 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 at the instance of Promoter/Association or in a proper case by an aggrieved Apartment Owner. 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.

19.10 Name of the Project/Building(s)/Wing(s): 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 "**SWAPNO PURON**" or as decided by the promoter and further be at liberty to erect or affix Promoter's name board at suitable places as decided by the promoter herein on a building and at the entrances of the Phase. The Allottee(s) in the said project/ building(s) 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.

- 19.11** (i) The Allottee's liability to pay the aforesaid taxes, outgoings, other charges etc in respect of the Unit will be always on 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 which is presently at the prime lending rate of SBI plus 2% 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.
- (ii) 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 and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units
- (iii) The Allottee shall Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.
- (iv) Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).
- 19.12** The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided

in the **SCHEDULE-J** hereunder and the **MAINTENANCE RULES** as provided in **SCHEDULE-K** hereto subject to further additions and modifications from time to time.

## **20 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 in general and this SECOND phase in particular. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

## **21 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, lay-out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed or as per the Act.

## **22 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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.

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed

about the same at the time of agreement.

## 23 APARTMENT OWNERSHIP ACT

23.1 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 . The Promoter showing compliance of various laws/regulations as applicable in the said Act.

23.2 An Apartment Owners Apex Association (Holding Organisation) will be formed Upon completion of construction of the entire Project as the Promoter may deem fit and proper, 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 and the Holding Organisation , as prepared and provided by the Promoter at such General Meeting , which shall be final and binding on all the Apartment Owners . When such 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 Builder and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allottee undertake to join the 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 Housing 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

Transferee on his 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.

**23.3 The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of the Act:-**

- a) with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within three months from the date on which the occupation certificate in respect of such project is issued and a minimum of fifty one per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.
- b) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas. Provided further that , in such case, the Promoter shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.
- c) The Promoter shall at an appropriate time (within maximum period of 3 months from the Deemed 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 .The

Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Apartment Owners' Association.

- 23.4 Since this is a large complex containing residential Apartments, where completion and handover of possession is phase-wise the property means land, building, common areas and facilities of the particular phase and such demarcation of land excluding the facilities and parts which are reserved by the Promoter is clearly stated herein.
- 23.5 In case two or more adjacent contiguous Unit blocks/ Phases/Projects intend to form a single Association, property means the land , building, common areas and facilities of all such blocks/ Phases combined, sharing of common facilities or arrangement in any or all phases shall always deemed to be a Facility Sharing arrangement.
- 23.6 There will be one Mother Association comprising of all the phases/projects of the housing complex as envisaged by the Promoter. Till such time the Apartment Owners Mother Association is formed and the Maintenance of all the Building Blocks/Phases are handed over to the respective Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association . The Promoter shall by itself or through its nominated agency maintain the Common areas and Facilities of the Complex upto a maximum of 3 ( three) months from the Deemed date of Possession of Apartments of the last phase of the Complex. This period shall be the interim maintenance period.
- 23.7 On completion of the Construction in all respect, 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 @ Rs 0.50 P 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%.

- 23.8 Each Block/Phase shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').
- 23.9 All the members of the different Maintenance Bodies shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.
- 23.10 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 entire Housing Complex, the ultimate power, authority and control of the Maintenance shall vest absolutely with the Maintenance Body under the overall guidance and control of the Mother Association which will also be governed by a body of elected representatives.
- 23.11 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 Association shall be final and binding on the respective Applicants/Allottees and also on the Maintenance Bodies.
- 23.12 In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.
- 23.13 The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body 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.

23.14 The Builder shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Mother/Apex Association.

23.15 Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the 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;

23.16 The employees employed on the Project 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 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.

Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of entire Project and not on partial CC of Block/Phase.

## **24 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 further execute the said agreement and 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.10,000/- 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 Clauses 8.9

## **25 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/Plot/Building, as the case may be.

## **26 RIGHT TO AMEND**

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

## **27 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ SUBSEQUENT ALLOTTEES**

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

Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

## **28 WAIVER NOT A LIMITATION TO ENFORCE**

28.1 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.

28.2 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.

## **29 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 confirm to Act or the Rules and Regulations made hereunder 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.

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

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

## **31 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.

### **32 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, as may be decided by the Promoter, 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.

### **33 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 or through respective E. Mail I d.:

#### **For Promoter**

##### **(i) Srijan Star Realty LLP**

36/1A, Elgin Road, P.O.Lala Lajpat Rai Sarani

P.S Bhowanipore

Kolkata – 700020.

FAX(91-33) 40402040

And

##### **(j) Srijan Star Realty LLP**

3A Townsend Road, 2<sup>nd</sup> Floor

P.S Bhowanipore

Kolkata – 700025

**(ii) For Allottee**

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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.

**34 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.

**35 SAVINGS**

Any Expression of Interest, the Booking 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.

**36 GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **37 DISPUTE RESOLUTION**

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

(None of the additional clauses inserted in this agreement are in derogation and or inconsistent with the terms and conditions of the Act and Rules and Regulation made thereunder).

#### **THE SCHEDULE -A ABOVE REFERRED TO**

#### **PART -I**

#### **(THE ENTIRE HOUSING COMPLEX)**

**ALL THAT** the pieces and parcel of land containing an area of 1043.5 decimal equivalent of **31.62 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

<b>FIRST SCHEDULE PART I</b>					
<b>MOUZA - AMTALA</b>					
<b>SAID LAND ACQUISITION STATUS</b>					
<b>SL.NO.</b>	<b>R.S.DAG No.</b>	<b>L.R.DAG NO.</b>	<b>TOTAL AREA AS PER RS/LR (DECIMAL)</b>	<b>AREA ALREADY ACQUIRED</b>	<b>LAND PROVIDED BY OWNER</b>
1	978	1831	102	100.5	100
2	981	1837	12	12	12
3	985	1836	56	56	56
4	979	1832	113	113	113

5	982	1839	9	9	9
6	983	1840	90	42	10
7	846	1846	66	66	15
8	968	1950	20	20	20
9	970	1952	22	22	22
10	953	1979	33	33	33
11	843	1847	72	72	72
12	842	1851	12	12	12
13	841	1852	17	17	17
14	840	1850	48	48	48
15	838	1849	30	30	30
16	839	1848	14	14	14
17	734	1746	61	8.5	8.5
18	740	1801	145	66	66
19	788	1799	57	15	15
20	787	1803	19	19	19
21	965	1939	130	130	54
22	963	1939/2173	19	19	15
23	962	1946	27	27	14
24	960	1945	96	96	29
25	964	1940	1	1	1
26	738	1751	70	35	35
27	739	1800	141	141	141
28	967	1949	21	21	21

29	975	1957	9	9	9
30	974	1956	11	11	11
31	969	1951	22	22	22
<b>TOTAL</b>	DECIMAL	1545	1287	1043.5	
	BIGHA	46.82	39.00	31.62	

**PART -II**  
**(Future Development Land)**

**A. THE LAND UNDER AGREEMENTS FOR PURCHASE**

**ALL THAT** the pieces and parcel of land containing an area of 245.5 decimal equivalent of **7.44 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

FIRST SCHEDULE PART II				
MOUZA - AMTALA				
SAID LAND ACQUISITION STATUS				
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	Already Booked
1	959	1944	93	46.5
2	833	1857	183	66
3	836	1954	49	39
4	837	1853	48	14
5	976	1958	37	22
6	1005	1975	110	58
TOTAL		DECIMAL	520	245.5

	BIGHA	15.76	7.44
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**PART -III**  
**(Future Development Land)**

**B. THE YET TO BE PURCHASED LAND**

ALL THAT the pieces and parcel of land containing an area of **1092** decimal equivalent of **33.09 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73 ) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below:

FIRST SCHEDULE PART III				
MOUZA - AMTALA				
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	Further Land to be Provided by the Owner
1	958	1943	83	83
2	954	1980	37	37
3	959	1944	93	46.5
4	835	1855	17	17
5	738	1751	70	35
6	790	1797	38	38
7	789	1798	19	19
8	833	1857	183	117
9	836	1954	49	10
10	837	1853	48	34
11	854	1922	39	39
12	853	1928	37	37

13	851	1929	17	17
14	852	1930	18	18
15	850	1931	37	37
16	848	1932	47	47
17	849	1933	26	26
18	847	1938	115	115
19	956	1942	2	2
20	957	1943	2	2
21	976	1958	37	15
22	971	1953	10	10
23	972	1954	10	10
24	973	1955	11	11
25	1005	1975	110	52
26	1006	1976	61	61
27	977	1959	32	32
28	966	1948	50	50
29	980	1838	15	15
30	1147	1947	7	7
31	734	1746	61	52.5
<b>TOTAL</b>	DECIMAL	<b>1381</b>		<b>1092</b>
	BIGHA	<b>41.85</b>		<b>33.09</b>

#### PART - IV

#### (THE SAID FIRST PHASE OF THE LAND)

**ALL THAT** the piece and parcel of land containing an area of 283 Decimal equivalent to 8.49 Bighas in the following Dag Nos situate lying at Mouzas

Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas. and there will be 10 blocks as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_

<b>SI No</b>	<b>R.S.Dag No</b>	<b>L.R.Dag No</b>	<b>Total Area in Dag in Decimal</b>	<b>AREA IN FIRST PHASE IN DECIMAL</b>
1	978	1831	102	100
2	981	1837	12	12
3	985	1836	56	49
4	979	1832	113	113
5	982	1839	09	09
				<b>283</b>

## PART – V

### THE SAID SECOND PHASE OF THE LAND

**ALL THAT** the piece and parcel of land containing an area of 208 Decimal equivalent to 6.30 Bighas in the following Dag Nos situate lying at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas. and there will be 11 blocks as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

<b>SI No</b>	<b>R.S.Dag No</b>	<b>L.R.Dag No</b>	<b>Total Area in Dag in Decimal</b>	<b>AREA IN SECOND PHASE IN DECIMAL</b>
1	843	1847	72	72
2	842	1851	12	12
3	841	1852	17	17

4	839	1848	14	14
5	840	1850	48	48
6	838	1849	30	30
7	846	1846	66	15
				<b>208</b>

**PART – VI**  
**THE SAID THIRD PHASE OF THE LAND**

ALL THAT the piece and parcel of land containing an area of 96 Decimal equivalent to 2.91 Bighas in the following Dag Nos situate lying at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas. and there will be 03 blocks as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN THIRD PHASE IN DECIMAL
2	965	1939	54	54
3	963	1939/2173	15	15
4	962	1946	14	16
5	983	1840	90	10
6	964	1940	01	01
				<b>96</b>

**PART – VII**  
**THE SAID FUTURE PHASE OF THE LAND**

ALL THAT the piece and parcel of land containing an area of **1789** Decimal equivalent to **54.12** Bighas in the following Dag Nos situate lying

at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas and there will be \_\_\_\_\_ blocks as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

<b>SI No</b>	<b>R.S.Dag No</b>	<b>L.R.Dag No</b>	<b>Total Area in Dag in Decimal</b>	<b>AREA IN FUTURE PHASE IN DECIMAL</b>
1	968	1950	20	20
2	970	1952	22	22
3	953	1979	33	33
4	958	1943	83	83
5	954	1980	37	37
6	959	1944	93	93
7	835	1855	17	17
8	734	1746	61	61
9	740	1801	145	66
10	788	1799	57	15
11	787	1803	19	19
12	960	1945	96	29
13	738	1751	48	70
14	739	1800	39	141
15	790	1797	37	38
16	789	1798	17	19
17	833	1857	18	183
18	836	1954	37	49
19	837	1853	47	48

20	854	1922	26	39
21	853	1928	115	37
22	851	1929	2	17
23	852	1930	2	18
24	850	1931	37	37
25	848	1932	10	47
26	849	1933	10	26
27	847	1938	11	115
28	956	1942	110	2
29	957	1943	61	2
30	976	1958	32	37
31	971	1953	9	10
32	972	1954	11	10
33	973	1955	22	11
34	1005	1975	21	110
35	1006	1976	50	61
36	977	1959	15	32
37	975	1957	7	9
38	974	1956	48	11
39	969	1951	39	22
40	967	1949	37	21
41	966	1948	17	50
42	980	1838	18	15
43	1147	1947	37	7
				1789

**THE SCHEDULE -B ABOVE REFERRED TO**  
**(THE SAID APARTMENT/ UNIT)**

**ALL THAT** the Unit No.\_\_\_\_\_, on \_\_\_\_ Floor of Block No \_\_\_\_ having Carpet Area \_\_\_\_\_ Sq.Ft. and **Open/Covered Balcony** area admeasuring \_\_\_\_\_ Sq.Ft which are appurtenant to net usable area of flat, working out to a **Built-Up area** of \_\_\_\_\_ sq. ft. demarcated in the Floor Plan annexed hereto and marked **ANNEX-C together with** Pro-rata share in the common parts and facilities in the Block/Phase working out to a Super Built up area of \_\_\_\_\_ square feet in **SECOND** Phase of the Housing Complex named "SWAPNO PURON" under construction on the Schedule-A Land together with exclusive right to usage of **Open/covered** Terrace/Private garden area measuring \_\_\_\_\_ Sq.Ft together with Right to Park \_\_\_\_\_ (\_\_\_\_\_) two wheeler(s) \_\_\_\_\_ / \_\_\_\_\_ Car(s) in the Open/Covered/ Independent /dependent Car Parking also **together with** the right of entrance, exit and/or right of way in the Complex Common Parts located on the Basement/Ground/NA Floor of or around the Building Block and pro-rata share in the Common areas as per Plan annexed hereto and marked **Annex-B**.

**THE SCHEDULE- C ABOVE REFERRED TO**  
**( TOTAL PRICE)**

The consideration of a price of the said Apartment Rs\_\_\_\_\_/-

The Consideration of the Total Price of the said Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only **payable as per the Table provided below:-**

**Table -1**

Sl. No.	Price Constituents	Amount (In Rs.)

1	Unit Cost	
2	Preferential Location Charges	
3.	Exclusive usage right of Private Garden	
4.	Exclusive Usage right of Covered/Open Car/Bike parking	
5.	Non-Exclusive usage right/Membership of Club House	
4	Generator Charges	
5	Window Grill Charges	
6	Incidental Charges	
7	Legal Charges	
8	Transformer and Electricity Expenses (Adhoc)	
	<b>Total [Except Maintenance Deposit and Formation of Association]</b>	
	<b>GST on Unit &amp; Parking</b>	
	<b>GST on Extra Charges</b>	
	<b>GRAND TOTAL</b>	

THE SCHEDULE - D ABOVE REFERRED TO  
(SPECIFICATIONS)

SI. No.	ITEM	PHASE II
1	<b>STRUCTURE</b>	R.C.C frame Structure with standard solid AAC Block
2	<b>External Finish</b>	Painted with waterproof paint after necessary putty application.
3	<b>Staircase</b>	Mosaic / Stone / Tiles
4	<b>Lobby / Corridor</b>	Mosaic / Stone / Tiles
5	<b>Balcony</b>	MS Railing. Flooring Tiles or Artificial Grass

<b>6</b>	<b>Flooring</b>	Vitrified Tiles
<b>7</b>	<b>Kitchen</b>	Vitrified Floor Tiles. Counter with Granite slab and SS / Stone sink. Ceramic Tiles upto 2ft height above platform.
<b>8</b>	<b>Toilets</b>	Anti Skid Floor Tiles. Wall Ceramic Tiles. White Composite commode & Basin. Plastic cistern. SS Fittings
<b>9</b>	<b>Windows</b>	Fully Glazed composite powder coated aluminium windows with fittings (Grill cost included in EDC)
<b>10</b>	<b>Doors</b>	32 mm thick commercial flush doors with steel fittings. Frames 4" x 2-1/2" Hard Wood.
<b>11</b>	<b>Interior Finish</b>	Smooth finish of gypsum/patta paris on walls and POP in ceiling
<b>12</b>	<b>Roof</b>	Concrete Trowel Finish
<b>13</b>	<b>Car Parking</b>	Concrete Trowel Finish

#### **14. Electrical Specification**

- i. All flats to have Aluminium Concealed Wire with Concealed Modular Switches
- ii. All flat to have points as detailed below:
  - a) Living/Dining Room to have two fan point,
  - b) two light point, one plug point,
  - c) TV & Intercom socket with one plug point.
  - d) Bedroom to have one fan, two lights and one plug point.
  - e) Balcony to have one light point.
  - f) Kitchen to have one light, one exhaust and two plug points.
  - g) Bathroom to have one geyser, one Light, one Exhaust and one plug point.
  - h) One Bedroom in all flat for 2 & 3 BHK only to have one AC Point.
  - i) Each flat to have one Fridge Point and calling bell point.

#### **15. Amenities of the Project**

- i. 2 Wheeler Parking
- i. Open & Covered Car Parking
- ii. Lift

- iii. Intercom
- iv. Cable TV
- v. Toto Service from Phase to DH Road Gate
- vi. Community Hall (available in Ph 1)
- vii. Fishing Deck
- viii. Sitting Ghat at Lakes (available in upcoming Ph 3)
- ix. Club Services on Additional charges
- x. Security Gate
- xi. Landscape Garden
- xii. Play Area
- xiii. 24- Hr Filtered Water Supply
- xiv. DG Limited Backup
- xv. STP
- xvi. Walk way
- xvii. 24 Hour Security with CCTV
- xviii. Paved Motor Driveway
- xix. Wire Mesh Boundary Wall
- xx. Badminton Play Area
- xxi. Fight Fighting System
- xxii. Reprocessed Flushing Water (saves water)

**THE SCHEDULE-E ABOVE REFERRED TO**

**(THE COMMON AREA/COMMON PARTS & FACILITIES)**

**(Common Parts , Portions and Amenities)**

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

**1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:**

**Applies to present phase and all the other phases both future and past**

- 1.1.1 Sewerage treatment Plant / Septic Tank
- 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric Sub-Station
- 1.1.4 Garbage Disposal area
- 1.1.5 Roads (including 7.01 Common Road), installations, -and security arrangements not exclusive to any segment.
- 1.1.6 Drains and sewers from the premises to the Municipal Duct / STP
- 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas .
- 1.1.11 Management / Maintenance Office
- 1.1.12. Round the Clock Security arrangements with CCTV
  - 1.1.13. Main entrance Gate
- 1.1.14. Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.15. 24Hrs water supply
- 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.17. Dedicated communication system for telephone
- 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.19. Durwans Room
- 1.1.20. Cable TV System
- 1.1.21. Fishing Deck and Water Fountain

**1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:**

1.2.1. Landscaped Garden and Central lawn , water bodies and fountains if any

1.2.2. Children Play area

1.2.3 Separate area for elderly people.

1.2.4. Jogging / Walking Track

1.2.5. A.C.Community Hall for common use of all the occupants of the said New Buildings

1.2.6. Space for functions/shows/puja etc.

1.2.7. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

1.2.8 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

1.2.9 Visitors Car Parking with Car Wash provision

1.2.10 Multipurpose Court

1.2.11 Rain water harvesting may be created by Promoter at its sole option, if provided

1.2.12 Entrance Main Gate

**1.3. LEVEL 3 : Those which are to remain common to the Apartments in any particular Building Block. These include the following:**

1.3.1 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.

1.3.2. Earmarked area of Roof of respective tower demarcated for common use

1.3.3. Overhead Water Tank.

1.3.4. Lifts and their accessories installations and spaces required therefore.

1.3.5. Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.

1.3.6. Electrical Rooms if any

1.3.7. FMC Room, if any.

**RESIDENTIAL COMPLEX TO BE SEPARATE** – To provide exclusivity to the ALLOTTEES, the residential complex is and will be separated from the other segments by proper hedges / fences or any visible

demarcation. The plans for such separation will be finalized by the Promoter by the time the possession of Units are delivered to the Allottees after completion of construction

2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, 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 segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

3. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.3 or 1.4, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

#### THE SCHEDULE - F ABOVE REFERRED TO

(TITLE DEEDS) The Owners purchased the Said Land by following registered Conveyance Deeds at the office of ADSR Bishnupur in Book No.

1

SI. No . .	Deed No.	Vendors Name	Purchase r/s Name	R.S. Dag No.	L.R. Dag No.
1	950/19 96	1. Patitosh Kumar Mondal	Decorativ e Stone	978	1831

		2. Pabitra Kumar Mondal	(India) Pvt. Ltd.		
2	708/20 06	1. Nitai Chandra Hudait  2. Basana Hudait  3. Putul Rani Samanta  4. Chhaya Rani Samanta  5. Manimala Sardar  6. Chhabi Rani Mondal	Do	978	1831
3	2023/1 996	Nitai Chandra Hudait	Do	978	1831
				980	1838
				981	1837
				985	1836
				979	1832
				979	1832
				979	1832
				978	1832
				979	1832
				979	1832

4	2025/1 996	Bijay Krishna Ghosh	Do			
5	1889/1 996	Minati Rani Ghosh	Do	979	1832	
6	2021/1 996	Bholanath Maji	Do			
7	4585/1 996	Biswanath Maji	Do			
8	1151/1 996	Durjyadhan Ghosh	Do	979	1832	
9	3519/1 996	1. Gobindo Malik  2. Mukundu Malik  3. Pramila Bala Malik  3. Sandhya Bala Halder  4. Kamala Dalui	Do			
10	3521/1 996	Gobindo Malik	Do			
11	1131/1 996	Pran Krishna Samanta	Do	966 &	1948	
12				966/1 147	1947	
12	949/19 96	Nitai Charan Basu	Do	965	1939	
13	2024/1 996	1. Mahadev Sardar  2. Basudev Sardar	Do			
14	1133	Bechulal Mondal	Do	967	1949	

				968	1950
15	709/20 06	1. Nitai Chandra Hudait  2. Basana Hudait  3. Putul Rani Samanta  4. Chhaya Rani Samanta  5. Manimala Sardar  6. Chhabi Rani Mondal	Do	976	
16	5202/2 008	1. Santosh Kumar Ghosh  2. Balai Chandra Ghosh  3. Puspa Bala Ghosh	Do	969 974 963 953	1951 1956 1936/ 2173 1979
17	6747/2 010	1. Biswanath Ghosh  2. Kasinath Ghosh  3. Ranjit Ghosh  4. Parbati Ghosh	Do	969 974 963	1951 1956 1936/ 2173 1979

				953	
18	6748/2 010	. Biswanath Ghosh 2. Kasinath Ghosh 3. Ranjit Ghosh 4. Parbati Ghosh	Do	969 974 963 953	1951 1956 1936/ 2173 1979
19	5931/0 7	1. Sadhan Chandra Ghosh 2. Santosh Kumar Ghosh 3. Pravas Chandra Ghosh 4. Subhas Chandra Ghosh	Do	970 975	1952 1957
20	2022/1 996	1. Santosh Kumar Maji 2. Biswanath Maji	Do	962 960	1946 1945
21	2323/1 996	1. Ajit Kumar Bara 2. Subal Chandra Bera 3. Arovinda Bear 4. Nanda Gopal Bera	Do	977	1959
22	5507/2 016	Debdas Mondal	Do	838	1849

23	4914/2 016	Karunamoyee Mondal	Do	838	1849
24	4914/2 016	Karunamoyee Mondal	Do	840	1850
25	2284/2 016	1.Laltu Das  2.Kumari Mousami Das  3.Arti Rani Das	Do	842	1851
26	2340/2 016	1.Goutam Das  2.Sushil Das  3.Malati Chowdhury	Do	842	1851
27	4908/2 012	Aparna Banerjee	Do	734	1746
29	8608/2 015	1.Arun Ghosh  2.Barun Ghosh	Do	740	1801
30	6745/2 011	1.Sadhan Gosh  2.Santosh Ghosh  3.Subhas Ghosh  4.Prabash Ghosh	Do	740	1801
31	5773/2 009	Mala Bhattacharjee	Do	738	1751
32	5774/2 009	1.Mala Bhattacharjee  2.Rubi Dutta  3.Baby Banerjee	Do	739	1800

		4.Sayani Mukherjee  5.Supriya Mukherjee  6.Gopa Sen Sharma			
33	653/20 16	Pranati Hudait	Do	959	1944
34	596/20 16	1.Ashim Pan  2.Samir Kumar Pan  3.Amit Pan  4.Dilip Ghosh  5.Pradip Ghosh  6.Kartik Ghosh	Do	964	1940
35	2210/2 016	1.Durgabala Hudait  2.Shankar Hudait  3.Tarak Nath Hudait  4.Anath Hudait  5.Manati Hudait  6.Prasanta hudait  7.Samita Karuti  8.Namita Das	Do	953	1979
36	1013/1 996	1.Hem Chandra Das	Do	846	1846

	1132/1 996	2.Prasanta Kumar Mondal			
37	705/20 06	1.Radha Rani Das 2.Paaer Salil Das	Do	841	1852
38	629/20 02	Jagannath Gogh & Others	Do	839	1848
39	1442/2 001	Jagannath Ghosh & Others	Do	843	1847
40	752/20 06	Amit Ch.Bera & Others	Do	843	1847
41	2022/1 996	Santosh kumar Majhi	Do	787	1803
42	8517/2 015	Barun Ghosh	Do	788	1799
43	363/20 03	Subhas Ghosh	Do	788	1799
44	3638/1 996	1.Santosh Ghosh 2.Prabhash Ghosh	Do	788	1799
23	168/20 00	Sadhan Ghosh	Do	788	1799

**THE SCHEDULE – G ABOVE REFERRED TO**  
**(LIMITED COMMON AREAS AND FACILITIES )**

1. the roof of the overhead water tanks and lift machine rooms, the parapet walls,
2. Open terraces on any floors of the Block
3. the open/covered/stilt/mechanical Parking spaces of the Block
4. the elevation and the exterior of the Block
5. Storage areas

6. Gardens attached to an Apartment
7. Basement not meant for Common Use
8. Any Community or Commercial facility which is not meant for common use
9. Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project or the Entire Housing Complex
10. Electric Room, Pump Room, Fire Pump Room, Lift Machine Room, STP / WTP Rooms or any other similar service / electromechanical rooms or area etc
11. Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto

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

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

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits / trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
- (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 as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to

park upon any portion of the property not designated as a parking area until completion of the Housing Project.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
- (5) Until the sale and transfer of all the Apartments the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
- (6) 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.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new

building **in accordance with sanctioned plan** in such manner as the Promoter may think fit and proper.

- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) 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 Premises and/or Apartment
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any** Building **block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) 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.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Housing Project.
- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television

lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
- (18) 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**  
**(REGULATIONS AND RESTRICTIONS USER RULES)**

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

1. To co-operate with the other Apartment/Unit Owner and the Promoter in the management and maintenance of the said New Buildings.
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.
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 and/or the project.
14. Not to use the said Apartment/Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/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 kutch 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 Vendor. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the 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
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
28. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment/ Unit shall be carried out between 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 specially betel juice and tobacco products.
30. Smoking Zones will be provided within the residential/industrial/warehouse/commercial 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 have 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 area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing 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 Housing 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 / method. .
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 / screws into the walls (which are made of AAC Block and not of Clay) 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 (in order to prevent the puncture or leakage of concealed water pipelines / electrical conduits or wires).
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, 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 Maintenance Body 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, Maintenance Body or the Association to track authorized vehicles.
67. The Promoter or Maintenance Body 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, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :
- (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body/Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/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 and facilities , such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
  - (v) All 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 devices shall be used in or about the Building excepting such as shall have been approved by the Promoter. The Apartment/Units have been designed for window air conditioning only without any provision for keeping outdoor units of the AC System or route to take refrigerant piping or water drainage lines, and 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 Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area...
81. No vehicle belonging to a Apartment/Unit Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle.
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 and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
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, 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, 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, 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, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
93. Not to overload the passenger lifts and not to move goods throughlift but from the staircase of the Building.
94. Not to cover the Common Areas, 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 laws of Sanctioning Authorities, local laws, labour laws, environmental laws as are applicable for the use of the said Unit and Allottee's business.
98. The Allottee shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer 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 Developer 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 by the Holding Organization.
104. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser'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 Purchaser's Unit and the considerations for these rights will be received by the Developer
- 106 To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units provided for the purpose.
107. To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.
- 108 To observe the rules framed from time to time by the Developer / Maintenance In charge.
- 109 To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
- 110.To bear and pay increase in local taxes, water charges, insurance, and such other levies ,if any, which are imposed by the concerned Authority or Government and/or other public Authority on account of change of user of the Apartment by the Allottee for any purposes other than for purposes for which it was sold.
- 111.Not to sell any utility room or store room other than to a unit owner or a utility room owner of the building block where the

utility room is situated. Save that with the prior permission of the builder or the Facility Management Company the same can sold to a utility room owner or unit owner of any other building block.

- 112. Not to assign / transfer / handover or permit usage of any car / bike parking area to any outside other than to a unit owner of the building.
- 113. No birds or domestic animal shall be kept or harbored within the Apartment without abiding by the local competent authorities, association, bye laws and regulations and the pet shall not be left in the common area of the phase / building. In no event the pets shall be permitted in the elevator or in any of the common portion of the building unless accompanied.
- 114. Not to allow children to be present the Fishing Deck without being accompanied by a parent / guardian. Not to use the Fishing Deck for commercial fishing. Not to use the Fishing Deck for bathing or swimming purposes or for any such purpose for which it is not meant which could cause unpleasantness or risk to property / life.
- 115. The Lake / Water Body is not to be used for swimming, bathing, commercial fishing etc

#### **THE SCHEDULE- J ABOVE REFERRED TO**

##### **(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system.
3. Read the operating instructions on the body of the Fire Extinguishers provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen

nor wear cifon/nylon sarees/dress and preferably use an apron while cooking.

7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Instal Fire equipment at proper place inside your Apartment.
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.
21. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
22. Ensure that electrical safety devices (MCB/ELCB/RCCB)

- are properly functioning.
- 23. Do not tamper with electrical equipment without adequate knowledge.
  - 24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
  - 25. To clean nozzle of the Oven regularly.
  - 26. Kitchen Chimney should be cleaned every month.
  - 27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
  - 28. Always store the LPG Cylinder in an upright position.
  - 29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
  - 30. Never tamper with LPG cylinder.
  - 31. Strike the match first and then open the burner knob of the stove.
  - 32. Fix Safety cap on the valve when the cylinder is not on use.
  - 33. Do not place cylinder inside a closed compartment.
  - 34. Keep the Stove on a platform above the cylinder level.
  - 35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
  - 36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
  - 37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
  - 38. Keep portable size Fire extinguisher for kitchen.
  - 39. Gas leak detector may be installed in kitchen.
  - 40. Buy Gas pipe of approved quality from authorized distributor only.
  - 41. Keep windows open to ventilate the kitchen.
  - 42. Fire Crackers must be handled under supervision.
  - 43. Fire Crackers should be lit only at designated areas

**THE SCHEDULE- K ABOVE REFERRED TO**

**(MAINTENANCE RULES)**

(These rules are for proper usage and maintenance. Applicable for services / facilities available in the Building / Phase or Complex.  
Those which are not applicable may be ignored)

SI.No	Maintenance Area	Item No	RULES
1.	SECURITY SERVICES	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Complex compound
		iii	Guarding the Complex
		iv	Control Traffic and prevent jams within internal roads and pathways
		v	Switching On/Off common lights
		vi	The operation of water supply when needed
		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire

			<b>Fighting equipment when needed</b>
2	<b>GARDEN &amp; LAWN</b>	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iv	Water down all fertilisers
		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimise use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		ix	Regular inspection of

			sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
3.	LAKE / WATER BODY / FISHING DECK / WATER FOUNTAIN	i	To keep the water of the lake clear / free of weeds, growth and wild plantation.
		ii	Upkeep of fountain system, pumps and water surface ;
		iii	Keep a close eye on children and children below 12 years should not enter the fishing deck unsupervised.
		iv	To keep the deck open for use at specified timing with proper required security arrangements.
		v	To keep fishing deck wood work polished / painted for life sustenance
		vi	To keep the fishing deck canopy, railing, lights, seats, gates etc well maintained and beautified.

		vii	To keep the water fountain and its apparatuses, pumps, motors, floaters, lights, electrical well services and maintained for proper operation.
		viii	To fix time period of operation of water fountain.
		ix	To keep the boundary wall of the water body / lake and the sitting area around it in neat and clear condition.
		x	To keep the landscaping plants and trees along side the lake boundary well maintained.
		xi	To dose the lake with necessary chemicals to ensure the sustenance of fishes etc and to do all necessities for ensuring continued population of fishes for fishing purposes.
4.	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to

			arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
6.	WATER TANKS	i	Should be cleaned at regular intervals by a trained agency.
		ii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iii	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		iv	Trained plumber to check water supply pipe lines .
7.	IF MUNICIPAL WATER	i	Ensure that taps are securely closed.

	<b>PROVIDED</b>		
		ii	Replace the leaky faucets to save water wastage;
		iii	The Complex may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular intervals.
8	STP	i	Recommended that water from STP should be used only for WC flush usage and gardening.
		ii	Inspect the treatment plant regularly.
		iii	Prevent any harmful substance, wastes, anti bacterial detergents and other hazardous objects from entering the Plant.
		iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non functioning STP and for discharging sewage water into the drainage system.

		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
		v	Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.
		vi	To abide by laws if any in this regard for operation and maintenance of the STP
9	SEPTIC TANK	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a

			<b>closed position</b>
		<b>iv</b>	Remove excess sludge periodically
<b>10</b>	<b>BOREWELL WATER</b>	<b>i</b>	Water filtration may be installed
		<b>ii</b>	Can be recharged by rain water
		<b>iii</b>	Regular testing of ground water should be done.
<b>11</b>	<b>STORM WATER DRAINAGE</b>	<b>i</b>	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		<b>ii</b>	Should be occasionally cleaned to prevent blockages.
		<b>iii</b>	Children should be advised not to throw any objects into storm drainage
		<b>iv</b>	The outlet of the storm drainage should be covered with gratings.
<b>12.</b>	<b>GARBAGE COLLECTION</b>	<b>i</b>	Dry and Wet garbage should be segregated as mandated

			<b>by</b> Sanctioning Authorities.
		ii	Garbage bags should be used for maintaining hygiene.
		iii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.
14.	LIFT/ELEVATOR	i	AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, earthing, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside

			the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
15	FIRE FIGHTING EQUIPMENT	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,

		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be done
		v	Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		xi	Assembly point in the Complex compound should be clearly indicated.
17.	GREEN BUILDING	i	The Association

	(if the Phase / Complex is certified by IGBC / Griha or any other rating agency)		Management Committee should update itself with all requirements of a Green Building and keep the records available
		ii	The services of a Green Building Consultant should be retained.
<b>UNIT INTERNAL MAINTENANCE RULES</b>			
18	INSTALLATION OF AIRCONDITIONER	i	Should be installed at pre-designated point.
		ii	No split AC installation provision is available and thus only Window AC should be installed with firm support.
		iii	In case of leaking pipes to get the same repaired immediately.
		iv	All wires should be passed through ducts.
		v	Open wiring outside the walls is not allowed.

		vi	No core cutting should be done in beams or columns or slabs for ducting purposes.
		vii	Inverters must be mounted on a firm level surface.
19	COOKING GAS	i	Ensure proper ventilation and follow norms laid down by Gas agency.
		ii	Children should not operate any equipment.
		iii	Gas cylinder installation should be carried out by Gas supply agency.
		iv	Do not accept a gas cylinder with safety cap broken.
		v	The cylinder or the gas hose pipe should be placed away from heat source.
		vi	Turn the regulator to 'OFF' position when Gas not in use.
		vii	Periodically check the gas valve, hose pipe condition for any leak.

		viii	Change the gas pipe(rubber tube) every six months.
		ix	In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.
20	CCTV OF INDIVIDUAL FLATS	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should be displayed.
21	DISH TV OF INDIVIDUAL FLATS/UNITS	i	The Antenna should be installed at the pre-designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
22.	PLUMBING	i	Keep the toilets,

			Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substanceis not pushed down the drain.
23	MATTERS THAT NEED PERMISSION FROM FIRE SAFETY DEPARTMENT	i	Changes in Pipeline  Changes in gas pipe line  Changes in Fire fighting Equipment  Changes in Smoke Detectors
24	MATTERS THAT NEED PERMISSION	i	Changes to entry to your house

<b>FROM GOVERNING BODY                  OF COMPLEX</b>	<b>Renovation to be done</b> <b>Pest treatment</b> <b>Installing TV Antenna</b> <b>Putting grill in balcony</b> <b>Putting security door outside the entrance</b> <b>Installing temporary cover on roofs</b>
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**THE SCHEDULE-L ABOVE REFERRED TO**

**(COMMON AREA MAINTENANCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and 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, sewerage treatment plant forming part of the Project as well as the entire Housing Complex.

6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/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 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. Electric Supply System
23. Electric Generating Sets
24. Water supply lines, pumps, motors, filtration plants and its allied equipments etc
25. Fishing Deck along with its accessories and fitments
26. Decorative Water Fountains
27. Lake and/or Water Body including its fences, shores, plantation, water etc in order that the same should remain beautified and healthy
28. Community Hall and its allied rooms and services.
29. Any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assets in common area used for common Purpose.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owner(s).....

At..... on ..... in the presence of:

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter at \_\_\_\_\_ in the presence of:

1.

2

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: at \_\_\_\_\_ in the presence of :

1.

2

**ANNEXURES**

<b>ANNEX-A</b>	Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the Promoter in his registration
<b><u>ANNEX-B</u></b>	Copy of the clear Block Plan showing the Project(phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.
<b><u>ANNEX-C</u></b>	Copy of Floor plan of the said Apartment
<b><u>ANNEX-D</u></b>	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

<u>ANNEX-E</u>	Rules, Regulations and Restrictions
<u>ANNEX-F</u>	Fire Safety Rules
<u>ANNEX-G</u>	Maintenance Rules