

AGREEMENT FOR SALE

(BREATHE)

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

BY AND BETWEEN

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

AND

PROPERTYMEN REALTY PRIVATE LIMITED PAN: AAICP3421F, CIN: U45400WB2015PTC208294, a company incorporated under the Companies Act, 2013, having its registered office at Premises No. 229, "HMP House" 4, Fairley Place, Second Floor, P.O: GPO, P.S: Hare Street, Kolkata - 700001, West Bengal, represented by its
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Director

Director/ Authorized Signatory _____ PAN No. _____, son of _____ residing at _____, P.O _____, P.S _____, Kolkata - _____, West Bengal, authorized vide resolution of the Board of Partners dated _____ hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) 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 _____, P.O _____, P.S _____, Dist: _____, State: _____ PIN Code: _____ (PAN - _____), represented by its Director/ Authorized Signatory _____ PAN 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]

_____ (LLPIN NO: _____), a partnership firm 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 _____, P.O _____, P.S _____, Dist: _____, State: _____ PIN Code: _____ PAN - _____, represented by its Partner/Designated Partner/Authorised Signatory, _____ PAN : _____ authorized vide 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 including those of the respective partners) of the THIRD PART:

[Or]

[If the Allottee is an Individual]

(1) Mr. / Ms. _____ PAN: _____ son / daughter / wife of _____, aged about _____, residing at _____, P.O _____, P.S _____, Dist: _____, State: _____, PIN Code: _____, and (2) Mr. / Ms. _____ PAN: _____, son / daughter / wife of _____, aged about _____, residing at _____, P.O _____, P.S _____, Dist: _____, State: _____, PIN Code: _____, hereinafter **jointly** referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean

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Director

and include **his/her/their** heirs, legal representatives, and permitted assignees) of the THIRD PART:

[Or]

[If the Allottee is a HUF]

..... HUF (PAN) represented by Mr. _____ son of _____, aged about _____, for self and as the Karta of the Hindu Mitakshara Joint Family, having its place of business/ residing at _____, P.O _____, P.S _____, Dist: _____, State: _____, PIN Code: _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the THIRD PART:

The owner, the promoter and the 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 **20 Cottah 20 Square Feet** more or less hereinafter referred to as the "**SAID HOUSING COMPLEX**" more fully described in **SCHEDULE-A** and also delineated in a map externally bordered in '**Green**' annexed hereto and marked **ANNEXURE: 1;**

B. The Title Documents of the Owners are more fully described in the **SCHEDULE - E** hereunder;

C. The Owners and the Promoter have decided to develop the said Housing Complex and for that purpose have entered into Joint Development Agreement cum Power Of Attorney bearing number 160706153 of 2019, book number: I, volume number 1607-2019, page number 193723 to 193784 dated 07.06.2019 executed by the Owners of the One Part and the Promoter of the other Part and registered in the office of the Additional District Sub-registrar, Behala, South 24 Parganas, the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement;

D. The said land is earmarked for the purpose of building a residential Project, comprising one multistoried apartment buildings and the said projects shall be known as BREATHE (project);

E. It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 20 Cottah 20 Square Feet more or less will consist of residential Units, fitness centre and entertainment facilities, etc as may be permitted under the law(s);

F. This Project will consist of several independent segments, viz (i) Residential Units (ii) Parking, iii) Common areas and iv) Common facilities which may be changed and varied as per the decision of Promoter. The independent segments are only indicative and

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Director

may be modified and varied at the option of the Promoter and in the manner prescribed in the Act without changing this project as per the Agreement;

G. The Kolkata Municipal Corporation has sanctioned the Building Plan No. _____ dated _____ to develop the Housing Complex / this project;

H. The promoter has obtained the final layout plan approvals for the Housing Complex/this project from Kolkata Municipal Corporation. The promoter agrees and undertakes that it shall not make any changes to layout plans except in strict compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Kolkata Municipal Corporation 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;

I. The promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulation Act 2017 (WBHIRA) at Kolkata on ____, 2020 under registration no: _____;

J. The Promoter has appointed an Architect for the preparation of all the required design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect till the completion of the building/buildings;

K. The Promoter has given all documents and Plans to the Allottee and the Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and 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, designs and specifications prepared by the Promoter's Architects and sanctioned by the competent authorities in respect of the Project and all other permissions necessary for construction and development of the **Project** had applied for an apartment in the Project vide application no.....dated.....and has been allotted apartment no.....having carpet area/chargeable area (as defined under clause [j] of section 2 of the Act) of square feet corresponding to Built-up area of _____ square feet and super built up area of _____ square feet, type _____, onfloor in Building (copy of floor plan is annexed hereto and marked as **ANNEXURE-2** together with the right to use ____ covered/open (dependent/independent) **Car Parking Space** located on the Ground Floor of the Building as permissible under the applicable law and of pro rata share in the common areas ("common Areas") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment/Unit " is more fully described in **SCHEDULE B**);

L. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter, have been uploaded in the official web-site 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;

M. The Allottee has given his/her/its specific confirmation herein that the responsibility of title of the Said Property be on the Promoter until conveyance of the said building;

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N. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

O. 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;

P. 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;

Q. 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;

R. 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 covered/open (dependent/independent) parking space (if applicable) as specified in Para K;

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 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/AGREEMENT FOR SALE** shall mean the provisional Booking letter and/or this Agreement for sale of the unit (s);

1.4 **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, which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the project while independently

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retaining control of its own internal affairs and administration in respect of the buildings for which they are formed;

1.5 **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;

1.6 **PROJECT/HOUSING COMPLEX PLAN** shall mean the project plan for this project duly identified and demarcated and internally bordered in **Green** in the Plan attached herewith and internally marked "**ANNEXURE-1**";

1.7 **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;

1.8 **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- C** hereto;

1.9 **COMMON PURPOSES** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the 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 Building/s in the project;

1.10 **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 room, 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 if constructed in future more fully and particularly described in **SCHEDULE -D** hereunder;

1.11 **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. The Covered and Open (if any) Car Parking areas (Dependent/Independent) 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 or a terrace appurtenant to any particular

Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined;

1.12 **PARKING SPACE** shall mean right to use space either open/covered (dependent/independent) sufficient in size for parking of car, two wheeler or cycles in the portions of the ground floor of the Said Project/Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Builder for exclusive use of the Allottee who opts to take it from the Builder at a consideration. The specifically allotted Car Parking spaces open/covered (Dependent / Independent) to a particular Allottee shall be regarded as 'Limited Common Area' to be allotted for the exclusive use by the individual Allottee as decided by the Promoter;

1.13 **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 project. 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;

1.14 **SUPER BUILT UP AREA** will be the Carpet Area plus Veranda/balcony/ terrace which are exclusively meant for the Allottees of the respective flat and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, community hall, GYM, lift shafts, lift machine rooms, plumbing shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, service areas, and overhead tank, underground tank, pump room, security room, and common roof, maintenance offices or stores, and architectural features if provided etc. as agreed between the Promoter and Allottee in this agreement of Sale;

1.15 **STRUCTURAL ENGINEER** shall mean the Engineer appointed or to be appointed from time to time by Promoter for the preparation of the structural design and drawings of the buildings.

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 in para K above as shown in the floor plan thereof hereto annexed and marked **ANNEXURE: 2**;

2.2 The total price for the Apartment based on the carpet area is Rs. _____ (Rupees _____) only ("Total price") which includes cost of Apartment, cost of exclusive balcony or verandah area, if any, cost of exclusive open terrace/terrace balcony areas, if any, proportionate cost of common area, taxes, deposits. Breakup and description is more fully described in **SCHEDULE - K** hereunder written

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

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Director

- 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 12 hereafter providing that the cost of maintenance of the Apartment/Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC which shall be included in the total price;
- iii. Also includes Deposits and Incidental Charges which are mutually fixed and non-negotiable and the Allottee will not raise any issues in this regard in future;
- iv. 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;
- v. 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.
- vi. 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;
- vii. 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;
- viii. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common areas, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and plumbing, finishing with paint, tiles, doors, windows, and basic Fire fighting equipments in the common areas, Maintenance deposit 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; and parking(s) open/covered (dependent/independent) as provided in the Agreement;
- ix. 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;
- x. 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;

- xi. **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 as fixed by the Promoter, 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;

- xii. **SPECIFICATIONS:** The tentative specification of the Residential Segment is as given in **SCHEDULE - F** 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- F**;

- xiii. **AMENITIES:** The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities are given in the **SCHEDULE - D** below. No substantial or significant changes will be done but description and location of the Common areas /amenities pertaining to the Housing Complex may change;

- xiv. 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) (if any) exhibited at the site only provides a representative idea to present a visual and physical impression of a furnished residential Unit as per the advice of the Architect/interior designer 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 -F 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

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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;

In case CESC 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- K ("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 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 Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule F** in respect of the apartment without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act 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 within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-

five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than 3% of the Carpet area of the Apartment, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'K'. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.1 of this Agreement;

2.9 Subject to Clause 10.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- I. The Allottee shall have exclusive ownership of the Apartment ;
- II. The Allottee shall also have undivided proportionate 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 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 in the common areas will always be variable;
- III. 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;
- IV. From the end of 3 (three) months from the date of notice of possession the Allottee shall be liable and pay:
 - (A) regularly and punctually the proportionate share of maintenance charges;
 - (B) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes');
 - (C) The Allottee shall not withhold payment of the same on any account whatsoever;
 - (D) 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
 - a) to the discontinuance of services;
 - b) prevent usage of the lift and prevent usage of the Community Hall/GYM 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.

2.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along with open/covered parking space (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 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 except extension of the same Project in its vicinity or otherwise on adjacent future land except for the purpose of integration of infrastructure and facilities for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the entire Housing Project with further extensions;

2.11 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the WEST BENGAL APARTMENT OWNERSHIP ACT 1972;

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

2.13 The Allottee has paid a sum of Rs..... (Rupees..... Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a. whichever is higher.

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 or demand draft or P.O. or RTGS or NEFT or online payment (as applicable) in favour of 'Propertyman Realty Private Limited' 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

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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

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas in the Phase to the association of the Allottees after receiving the occupancy certificate or the completion certificate 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 @ Prime lending rate of the State Bank of India plus two per cent p.a.

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It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

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 K ("Payment Plan").

In the event any cheque(s) / draft(s) / P.O.(s) submitted by the Allottee are returned unpaid, the Allottee shall have to pay, alongwith the unpaid amount, an additional amount of Rs.5000/-(Rupees Five Thousand) along with applicable taxes towards cheque/D.D./P.O. return charges.

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.

7. CONSTRUCTION OF THE PROJECT / APARTMENT

7.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land area is 1339.65 Square meters only and Promoter has planned to utilize Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the FAR as proposed to be utilized by him/them on the Project Land and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only.

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, 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 Project/Phase 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 West Bengal Municipal Act, 2006 and shall not have an option to make any variation / alteration / modification in such plans except rise in the floors, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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7.3 The Promoter has got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities from time to time so as to obtain the Completion/Partial Completion Certificate of the said building(s).

7.4 Taking into account any extra FAR sanction on account of GREEN BUILDING/Metro/any other sanctionable provision, the Allottee agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However the Promoter can use the FAR only if this project, 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 but can change the lay-out vertically and horizontally both in other phases/projects of the Housing Complex where construction has not yet begun. Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said project including the staircases, lifts, entrances, sewerages, drains and others.

7.5 The Allottee acknowledges that in the event of such "GREEN BUILDING" being undertaken it will involve substantial cost and the Allottee will also have the benefit of such "GREEN BUILDING" and as such agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the land and the common parts and portions.

7.6 The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas as per **ANNEXURE - 1** and so far as the Allottee's Apartment is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Local Municipal Authority and 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 **ANNEXURE-2**.

7.7 Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, gym, community hall, 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 to be constructed but it is hereby declared that so far as the present project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. 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

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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 of the present Phases/Complex.

7.8 The Promoter will have the right to decide which to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same will be utilized for construction activities during the construction period.

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 date mentioned herein 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 within ___ months with a further grace period of 6 months, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or circumstances as may be notified under any 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 of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and/or provision of facilities may be incomplete. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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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 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 use the Apartment till Occupation /Completion Certificate is received and Deed of Conveyance is executed.

(ii) The Promoter, upon obtaining the occupancy certificate/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 (Provided that, in the absence of local law the Conveyance Deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate/Completion Certificate as the case may be). 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 Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate/Completion Certificate of the Project. 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 of the structure of the building or wing of the building to the Association of Allottees, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. 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 structure 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 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical

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possession of the Apartment, will be deemed to be the deemed possession date ("Possession Date").

On and from the Possession Date:

- A. The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- B. The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the Deemed Possession date/Possession Date;

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 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 Allottees 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.

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8.4 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 all the phases on the said land . The Promoter assures to hand over possession of the said common amenities in due course. 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/her use or occupation of the Unit and he/she can reside in the Said Unit. However if the promoter is not allowed by the Allottee or any person on his/her/its behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee.

8.5 After taking possession and/or after 90 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/Super 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 Association on completion of the entire Housing Complex.

8.6 Failure of Allottee to take the possession of Apartment:

8.6.1 Upon receiving a written intimation from the Promoter as per clause 8.3, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as 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 8.3, such Allottee shall continue to be liable to pay interest on amounts due and payable in terms of this agreement maintenance charges alongwith Guarding Charges as applicable.

8.6.2 The Allottee must not fail to take actual possession of the Apartment within a period not more than three months from the date of completion, failing which, without prejudice to such other rights which the Promoter may have the Allottee shall become liable to pay the Guarding Charges of Rs.2,500/- per month 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 from the date of Notice of Possession or the deemed date of possession (i.e after 3 months from Notice 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)

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8.7 Possession by the Allottee- After obtaining the occupancy certificate and execution of the conveyance deed with the allottee, the Promoter shall 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 including entire land, to the association of the Allottee 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 or the Competent Authority, as the case may be.

8.8 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 where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment or 10% of the total consideration, whichever is higher and interest, other dues, if any, 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 be returned by the promoter to the Allottee 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 and 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.

8.9 Compensation-

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

8.9.2 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 including compensation in the manner as provided under the Act within 45 days of it becoming due.

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 forty five days of it becoming due.

8.9.3 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).

8.9.4 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.

8.9.5 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. I/We appreciate that time for payment of instalments shall always be essence of the agreement and upon the failure of the Allottee to pay the instalments 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 herein.

8.9.6 The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (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, 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

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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. The Owner has absolute, clear and marketable title with respect to the said phase land the requisite 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 and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii)** There are no encumbrances upon the said land or the project save and except construction loan, if any, availed by the Promoter;
- (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;
- (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 land, including the project and the said Apartment which will, in any manner, affect the rights of allottee under this agreement;
- (viii)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the allottee in any manner contemplated in this Agreement;
- (ix)** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, possession of the Apartment to the Allottee and after formation of the association, the common areas to the association of the Allottees;
- (x)** 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 of Project and possession of apartment, building as the case may be alongwith common areas with all the specifications has been handed over to the Allottee and the Association of Allottees.;
- (xi)** No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition

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or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/ or project;

10. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move 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.

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

(i) Stop making further payments to promoter as demanded by the Promoter 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 penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice;

10.3 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.

10.4 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 according to the payment plan as provided in Schedule 'K', despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the promoter in this regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee after deducting the booking amount or 10% of total consideration whichever is higher and interest liabilities and this Agreement

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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:

(iii) 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. CONVEYANCE OF THE SAID APARTMENT

11.1 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 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).

11.2 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.

11.3 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.

12. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT

12.1 The Promoter shall be responsible to provide and maintain essential services in the Project for three months or till the taking over of the maintenance of the project by the

association of the allottees whichever is earlier. The cost of such maintenance 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 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 actual.

(ii) All other infrastructural facilities, including the equipment like lift, mechanical, electrical or electronic equipment 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.

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

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

(D) ADDITIONS OR REPLACEMENTS

a) As and when any plant and machinery, including but not limited to, DG sets, 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 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 the maintenance.

12.2 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.

- (a) to the discontinuance of services;
- (b) Prevent usage of the lift and prevent usage of the 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;

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- (c) The Allottee will not be permitted to use any of the facilities and/or utilities in the Residential Complex in case the Allottee breaches any of the provisions herein till such time the breach continues;
- (d) 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;
- (e) 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;
- (f) 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.

13. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects 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 13 hereinabove.

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.

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

- a. Equipment (lift, generator, water-pump, gym equipment 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 manufacturer's guarantees/warranties 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 including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

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.

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 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 excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Centigrade 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/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

14.1 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.

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14.2 Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered (dependent/independent) Parking spaces of the building (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the building (V) Storage areas (VI) 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- G** 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 in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project 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.

14.3 The Promoter has the right-

- a) To grant the right or facility of open (dependent/independent) /covered(dependent/Independent) 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 building in any manner as per sanction either vertically on top of existing blocks or 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 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 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 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 spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).
 - g) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof.
 - h) The Promoter will have the liberty to change the direction of infrastructure services which may be required by you to utilize areas in adjoining phase/project.

14.4 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.

15. 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.

16. USAGE

Use of Service Areas: The service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc.and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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.

17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

17.1 Subject to clause 13 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

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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.

17.2 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.

17.3 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. 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.

17.4 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.

17.5 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.

17.6 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

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other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

17.7 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 Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.

17.8 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, which the Allottee shall have to strictly follow while installing AC units

17.9 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 the **SCHEDULE- H** 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.

17.10 Name of the Project/Building: 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 "**BREATHE**" and / or as decided by the promoter and further 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 scheme. 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.

17.11 The liability to pay the taxes, outgoing, other charges etc in respect of the Unit will be always on Allottees of the said apartments 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@ 24% p.a. 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.

17.12 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 - I** hereunder and the **MAINTENANCE RULES** as

provided in **ANNEXURE-4** hereto subject to further additions and modifications from time to time.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

19. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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.

However, if after completion of construction and handing over possession if due to change in law or even otherwise the Promoter becomes lawfully entitled to one or more floors on top of the existing roof of Building, the Promoter will be entitled to construct the same and the Allottee agrees not to object to the same.

20. REPRESENTATION AND WARRANTIES

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.

21. APARTMENT OWNERSHIP ACT

21.1 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 shows compliance of various laws/regulations as applicable in the said Act.

21.2 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

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