

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this ----- day of -----, 20----

By and Between

AJNA COMMERCIAL PRIVATE LIMITED, (CIN No. U51909WB2007PTC114390), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN :

AAGCA4562N), represented by its Authorised Signatory(Mr. -----, (Aadhar No.-----), son of -----, presently residing at -----, duly authorized vide board resolution 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 successors-in-interest and permitted assigns) of the **FIRST PART** :

AND

(1) Mr. / (Mrs.)----- (Aadhaar No. _____) son/daughter /wife of ----- aged about --- Years, residing at ----- (PAN:-----), and (2) (Mrs.)----- (Aadhaar No. -----) son of ----- aged about --- Years, residing at ----- (PAN: -----) hereinafter jointly and/or collectively called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART** :

AND

(1) **ACCORD ENCLAVE PRIVATE LIMITED**, (CIN No. U45400WB2007PTC115920), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAGCA4267L), (2) **CORNET VANIJYA PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114985), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AADCC1298A), (3) **AZURITE BUILDERS PRIVATE LIMITED**, (CIN No. U45200WB2007PTC114388), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAGCA4563P), (4) **CRESCENT TIE-UP PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114327), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Railpukur Road, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AADCC1299B), (5) **DIVINE VINIMAY PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114976), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Railpukur Road, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCD6566D), (6) **EXCEL SALES PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114979), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalgarhi, VIP Road, Kolkata-700 052, (PAN : AABCE7515N), (7) **HARAPPA NIRMAAN PRIVATE LIMITED**, (CIN No. U45200WB2007PTC114391), a Company

(incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AABCH8955M), **(8) REGAL VINIMAY PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114980), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, Kolkata-700 052, (PAN : AADCR6364C), **(9) VEGA COMMERCIAL PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114974), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, Kolkata-700 052, (PAN : AACCV5218N), **(10) ENERGY COMMERCIAL PRIVATE LIMITED**, (CIN No. U51109WB2007PTC114971), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Railpukur Road, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AABCE7830N), **(11) DURGAVATI PROMOTERS PRIVATE LIMITED**, (CIN No. U45200WB2007PTC114402), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCD6239M), **(12) ANNAPURNA APARTMENTS PRIVATE LIMITED**, (CIN No. U45200WB2007PTC114403), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAGCA4564L), **(13) SHUBHAM PROMOTERS PRIVATE LIMITED**, (CIN No. U45400WB2007PTC114628), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAKCS9286P), **(14) SARBANI PROPERTIES PRIVATE LIMITED**, (CIN No. U45200WB2006PTC112322), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAKCS8129B), **(15) STYLISH VANIJYA PRIVATE LIMITED**, (CIN No. U51109WB2007PTC115157), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AALCS0125J), **(16) BAUL BUILDCON PRIVATE LIMITED**, (CIN No. U45200WB2007PTC114320), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACDB1223G), **(17) MOHENJADARO ESTATE PRIVATE LIMITED**, (CIN No. U45400WB2007PTC114885), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAFCM0552M), **(18) MORNING TOWERS PRIVATE**

LIMITED, (CIN No. U45400WB2007PTC116943), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAFCM1464N), **(19) GREEN DEVCON PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116924), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCG8920E), **(20) GREEN PROMOTERS PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116925), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCG8919M), **(21) GREEN CONBUILD PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116921), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCG8918L), **(22) VISTA TOWERS PRIVATE LIMITED**, (CIN No. U45200WB2007PTC116922), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCV5098A), **(23) GREEN MANSION PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116926), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCG8916E), **(24) GREEN TOWERS PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116927), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AACCG8917F), **(25) LOHARUKA DEVELOPERS PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116928), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AABCL3351M), **(26) SHRIJA PROPERTIES PRIVATE LIMITED**, (CIN No. U45400WB2007PTC116944), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AALCS0126M), **(27) MONOPOLY ENCLAVE PRIVATE LIMITED**, (CIN No. U45400WB2007PTC115922), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAFCM1462L), **(28) MELODY ENCLAVE PRIVATE LIMITED**, (CIN No. U45400WB2007PTC115917), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AAFCM1502R), **(29) CAPRICON ENCLAVE PRIVATE LIMITED**, (CIN No. U45400WB2007PTC115590), a

Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, ShastriBagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN : AADCC1182B), all represented by their common Constituted Attorney **Ajna Commercial Private Limited**, through its Authorised signatory (Mr.) -----, (Aadhar No. -----), son of -----, presently residing at -----, duly appointed vide Power of Attorney dated 20th January, 2013, registered with Additional District Sub-Registrar, Rajarhat, recorded in Book-I, CD Volume No. 2, Pages 4174 to 4190, Being No. 00981 for the year 2013 and Power of Attorney dated 16th October, 2020, registered with Additional District Sub-Registrar, Rajarhat, recorded in Book-I, Volume No. 1523-2020, Pages 288267 to 288306, Being No. 152307230 for the year 2020, hereinafter jointly and/or collectively referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors-in-interest and assigns) of the **THIRD PART** :

The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

- I. **Definitions**: - For the purpose of this Agreement for Sale, unless the context otherwise requires,-
- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
 - (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
 - (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
 - (d) "**Section**" means a section of the Act.

WHEREAS:

- A. The Owners alongwith the Promoter are the full and lawful owners of a plot of land i.e., All That the piece and parcel of the land containing an area of 169.64 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in various Dags, recorded in various Khatians, under Police Station- Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, more fully described in the **Schedule-A ("Said Land")** vide sale deed(s) and other chain of title as mentioned in **Schedule A-1** hereto.
- B. The Owners and the Promoter have entered into two separate joint development agreement (1) dated 20 June 2012 duly registered with office of Additional District Sub-Registrar, Rajarhat recorded in Book No. I, CD Volume No. 2, Pages 4137 to 4158, Being

No. 00979 for the year 2013, and (2) dated 16 October, 2020 duly registered with office of Additional District Sub-Registrar, Rajarhat recorded in Book No. I, Volume No. 1523-2020, Pages 288220 to 288266, Being No. 152307182 for the year 2020.

- C. By and in terms of the said joint Development Agreements, the Owners have irrevocably permitted and granted exclusive right to the Promoter to develop the said Land constructing a residential Project comprising multistoried apartment buildings and the said Project shall be known as **GREEN HEIGHTS-II("PROJECT")**, for mutual benefit and on the terms and conditions, therein contained.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- E. Notice of commencement under the Rajarhat Bishnupur 1 No. Gram Panchayat was submitted vide letter dated 02.11.2020 by the Promoter of the Project intimating the date of commencement as 01.01.2021.
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Rajarhat Panchayat Samity.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on ----- vide registration No. HIRA/-----.
- H. The Allottee had applied for an apartment in the Project, vide application dated ----- and has been allotted apartment No. ----- having Carpet Area of ----- (-----) square feet, on ----- Floor in Block- ----- ("Building") along with one dependent parking in Ground/ First/ Second/ Third Floor of Block- A/ Block- B and C / one open parking in space open to sky, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**DESIGNATED APARTMENT**" more particularly described in **Schedule A** and the floor plan of the Designated apartment is annexed hereto and marked as **Schedule B** ;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The additional disclosures/details agreed between the parties are contained in **Schedule A-2** hereto.
- K. 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.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in paragraph-H, hereinbefore.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in paraH.

1.2 The Total Price for the Designated Apartment and appurtenances based on the Carpet Area is Rs.----- /- (-----), only ("**Total Price**"), breakup and description of which is detailed herein :

| PARTICULARS | PRICE (Item wise) in Rs. | G.S.T. (as applicable) in Rs. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------|
| Apartment/Unit No.- ---, in Block No. -----, on the ----- Floor, chargeable @ Rs. -----/- per sq. ft. of the Carpet Area of the Unit only, more fully detailed in para 1.1 of the Schedule- A, herein. | -----00 | -----00 |
| Preferred Location Choice of the Unit, chargeable @ Rs.----/- per sq. ft. of the Total Carpet Area of the Unit and Balcony. | -----00 | -----00 |
| Preferred Floor Choice of the Unit, chargeable @ Rs.----/- per sq. ft. of the Total Carpet Area of the Unit and the Balcony. | -----00 | -----00 |
| Charges for exclusive balcony or verandah, if any, attached with the Unit, chargeable @ Rs.----/- per sq. ft. of the Carpet Area of the Balcony. | -----00 | -----00 |
| Charges for exclusive terrace, if any, attached with the Unit, chargeable @ Rs.----/- per sq. ft. of the Carpet Area of the Balcony. | -----00 | -----00 |
| One medium sized dependent Car Parking Space in the Ground Floor of Block ---, more fully detailed in para 1.2 of the Schedule- A, herein. | -----00 | -----00 |
| Charges and expenses for procuring electricity connection, also by way of installing Transformer and/or Electric Sub- | -----00 | -----00 |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| station for the Project, distribution of electricity supply in the Common Areas of the Housing Complex and in the Designated Apartment, chargeable @ Rs. -----/- per sq. ft. of the Carpet Area of the Apartment and the Balcony. | | |
| Charges and expenses for Diesel Generator (DG) set and its accessories, distribution/supply of electricity from the DG set to the Common Areas of the Housing Complex and also ----- KVA therefrom to the Designated Apartment, as alternate power backup. | ------.00 | ------.00 |
| TOTAL: | ------.00 | ------.00 |
| <u>Total Price:</u> (Sum total of Price and G.S.T., as above): | ------.00 | |
| Note: The Goods & Services Tax (G.S.T.) and other applicable taxes, if any, applicable on the Price shall be payable by the Allottee as per prevalent rates, thus may vary in future. | | |

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated 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.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

In addition of the Total Price, as aforesaid, the Allottee shall also pay to the Promoter, Other Charges and Deposits, payable on various accounts, more fully detailed in Clause-10 and Clause- 11 of the **Schedule- A-2**, herein;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project, more fully described herein at **Schedule-D** and **Schedule-E** ("Facilities, Amenities and Specifications").
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-D** and **Schedule-E** (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee, make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule- C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Designated Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. 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.
 - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment subject to the safety guidelines.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with oneparking (if any allotted), shall be treated as a single indivisible unit for all purposes. It is agreed that the 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 in its vicinity or otherwise except for the purpose of integration of infrastructurefor the benefit of the Allottee. It is clarified that Project's, facilities and amenities as per **Schedule- E** shall be available for use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages,if taken by the Promoter or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter)and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. -----/- (Rupees -----only) being part payment towards the Total Price of the Designated Apartmentuntil or at the time of agreement, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [**Schedule-C**] as may be demanded by the Promoter within the time and in the manner specified therein.Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **AJNA COMMERCIAL PRIVATE LIMITED**, payable at Kolkata.The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves, as mutually agreed between them.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999,

Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 the 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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 Designated Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, 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 Rajarhat Gopalpur Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the Designated Apartment:

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within----- with a grace period of 6 Months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate Project ("**ForceMajeure.**"). 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 Designated Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it 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. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. 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.

7.2 Procedure for taking possession:

The Promoter, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be,

after the issuance of the completion certificate for the Project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment:

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated 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 Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 Possession by the Allottee:

After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees 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 handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

7.5 Cancellation by Allottee:

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 (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation :

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, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five 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 prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/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 Designated 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 Owner/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 Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes 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 the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the Allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or extended by the Authority. For

the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, 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.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; 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, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed 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 may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the Allottee on account of

Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate (or such other certificate by whatever name called and issued by the Competent Authority) to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement 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 or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess

and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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, fittings and fixtures shall be maintained and covered by the maintenance/warranty contracts in order to continue the warranty in both the Apartment and the common amenities/facilities in the Project.

It is also agreed that the obligation and liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or the Association of Allottees and/or any other person or if the related annual maintenance contract and other licenses are not validly maintained by the Allottee/Association of Allottees/Competent Authority.

The Allottee has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature 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 the Allottee/Association of Allottees, 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 whether there is any structural defect or any other defect in workmanship, quality or provision of services in terms of the aforesaid agreed clauses of this Agreement.

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

The Promoter/maintenance agency/association of Allottees shall have right of unrestricted access of all Common Areas, garages/covered parking 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 Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas if any located within the **GREEN HEIGHTS-II**, shall be ear-marked 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, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the

same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated 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 Designated Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Ownership Apartment Act, 1972. The Promoter showing compliance of various laws/regulations, as applicable in the west Bengal.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the

Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Additional Sub-Registrar, Rajarhat. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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

ALLOTTEE: Mr. / (Mrs.) -----,

----- Address -----

PROMOTER: AJNA COMMERCIAL PRIVATE LIMITED

DC-9/28, Ground Floor, Shastri Bagan, P.O.- Deshbandhu Nagar, Police Station- Baguiati, Kolkata-700 059.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. RESTRICTIONS ON ALIENATION:

Before taking actual physical possession of the Designated Apartment in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Designated Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing Provided That the Allottee may transfer or alienate the Designated Apartment or its rights under this Agreement with the consent in writing of the Promoter and after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement And Subject Nevertheless To the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the Designated Apartment in its own favour or in favour of their nominee Provided That in case the Allottee shall require the transfer to be made in favour of its nominee then the Allottee shall be bound to pay to the Promoter a nomination fee/ charge equivalent to 3% (Three percent) of the Total Price and similar fee shall be payable for all subsequent nominations (it being clarified that for the purpose of calculating the nomination fee/ charge for subsequent nominations, the Total Price shall be the aggregate of the Total Price herein mentioned plus the nomination bargain money/ profit of the transferor/ appointer, including all interim nomination bargain moneys/ profits in cases of multiple nominations) AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to approval of the Promoter who shall be entitled to refuse such approval without assigning any reason;
- ii) The Promoter or the Owners shall not be required to be a party to any nomination transfer or alienation as aforesaid and shall consent to such nomination transfer or alienation only upon being paid the fee/ charge as aforesaid;
- iii) Any such nomination transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iv) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/ transferee;

- v) Under no circumstances, the Allottee shall be entitled to let out the Designated Apartment before possession of the Designated Apartment is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee' obligations hereunder.
 - v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- 34.1 It is clarified that any change in applicant's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- 34.2 Transfer of the Designated Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the Designated Apartment in favour of the Allottee shall not be governed by this clause.
35. **OTHER PROVISIONS:**
- 35.1 The Allottee shall not in any manner cause any objection obstruction interference hindrance impediment or interruption at any time hereafter in obtaining sanction of plans and/or in the construction or completion of construction of or in the Housing Complex or other parts of the said Land in any manner (notwithstanding the delivery of possession of the Designated Apartment to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Building/s or the Housing Complex or the said Land or any Phase thereof or the sale or transfer of the other Units in the Housing Complex is in any way interrupted or objected or obstructed or interfered or interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter or the Owners are restrained from construction / development as aforesaid and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Promoter or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter or the Owners or any of them.
- 35.2. Save the Designated Apartment, the Allottee shall have no claim on any part or portion of the Project nor shall claim any right whatsoever or howsoever over and in respect of the other flats / units and spaces or store-rooms or constructed areas or parking spaces at the said Land or the Housing Complex or the Building/s thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats may have the exclusive open to Sky Terrace / Gardens attached to their respective flats and shall have exclusive right of user of the same

independent of all others and the Allottee shall have no claim therefore nor the Allottee shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the Designated Apartment under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the Designated Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Buildings / Blocks at the said Land and also the covered spaces in the Buildings / Blocks (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8 Save the Designated Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Land and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Promoter/ Owners shall be entitled to additional constructions/ floors as may be sanctioned/ sanctionable by the concerned authorities which the Promoter and relevant Owners (as per arrangement between them) shall be entitled to construct and deal with as they may in their absolute discretion deem fit and proper, to which the Allottee hereby consent and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional floors/ construction, the proportionate undivided share of the Allottee in the Common Areas and Installations (including the land, if and as applicable) shall be and/or is likely to stand reduced and for which the Allottee shall not claim or demand any reduction/ variation in the Total Price payable hereunder by the Allottee.

- 35.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Land and each of them lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Land viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations (including the land of Phase-I, if and as applicable) shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the Total Price and other amounts payable by the Allottee hereunder nor to claim any amount or Total Price from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.11 It is expressly agreed understood and clarified that the Promoter and/or the Owners shall be absolutely entitled to enter into any agreement or arrangement with the owners of any adjoining properties on such terms as be agreed with the owners of such adjoining properties (including by way of purchase of the same or by joint development/ venture or otherwise as the Promoter and/or the Owners may deem fit and proper). In such event, such additional land added on to the said Land (hereinafter for the sake of brevity referred to as the "Enlarged Property Under Development") shall increase the scope and ambit of the development envisaged by the Owners and the Promoter and the proportionate share of the Allottee in various matters may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the Total Price and other amounts payable by the Allottee hereunder nor to claim any amount or Total Price from the Promoter/ Owners on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Owners.
- 35.12 The Promoter and/or the Owners may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/ contiguous to the said Land thereby allowing/ permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities or some of them, and the Allottee hereby consents to the same.

- 35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right in perpetuity to install its own glow signs and signages at the Main Entrance of the Housing Complex, the Ultimate Roof/s of the Buildings, Club Entrance, etc., without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the ultimate roofs for the time being of the Buildings / Blocks or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same. The Promoter shall also be entitled to enter upon the Housing Complex or any part thereof with or without men materials and vehicles for the purpose of repairs replacements renovations etc., thereof;
- 35.14. The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees / Unit Holders (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.15 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the Designated Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.16 For the purpose of facilitating the payment of the Total Price, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, Subject However To the Promoter being assured of all amounts being receivable for sale and transfer of the Designated 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/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the Designated Apartment, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.17 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Land or any part / phase / sub-phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be

required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees / Unit Holders (including the Allottees herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees / Unit Holders shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

- 35.18 35.19 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Housing Complex or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.19 In case any mechanical parking system is installed at any place in the said Land, the same shall be managed maintained and up kept by and at the costs and expenses of the Allottee thereof.
- 35.20 The Project / Housing Complex at the said Land shall bear the name "**Green Heights-II**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.21 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.
36. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

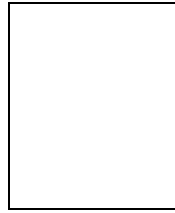
SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature _____

Name:-----

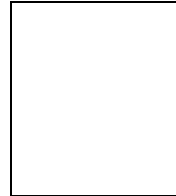
Address:-----, ,



(2) Signature _____

Name -----

Address: -----, ,



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

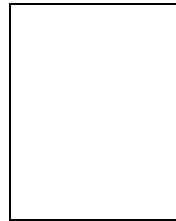
Name:**KailashAgarwal**

asAuthorised Signatory of:

AJNA COMMERCIAL PRIVATE LIMITED

Address :DC-9/28, Shastri Bagan, Deshbandhu Nagar,

Ground Floor, P.S. Baguiati, Kolkata-700 059



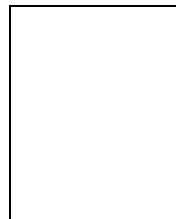
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners through their Constituted Attorney:

Signature _____

Name: KailashAgarwal

Address:397/1/1, Dakhindari Road, Lake Town, Kolkata-700 048



At Kolkata on -----th day of -----, 202---- in the presence of:

WITNESSES:

1. Signature _____
Name _____
Son of _____
Address _____

2. Signature _____
Name _____
Son of _____
Address _____

SCHEDULE- A

1. **DESIGNATED APARTMENT:**

1.1 **APARTMENT: ALL THAT** the flat being Apartment/Unit No.-----, containing a carpet area of -----(-----)Square feet, more or less,alongwith balcony having carpet area ----- (-----) Square feet, more or less, on the Fourthfloor of the Block- ----of the Project at the said Land, more fully shown in a MAP in **Part-I** of **Schedule-B** hereto and duly demarcated with **RED** colour therein;

1.2 **CAR PARKING SPACE:**

ALL THATCar Parking space, in the Ground Floor of Block- ----, being Parking LotNo. ----, for parking of one medium sized motor car more fully shown in a MAP in **Part-II** of **Schedule-B** hereto and duly demarcated with **BLUE** colour therein;

ALL THAT Car Parking Space, in the Ground Floor of Block- ---, being Parking LotNo. ----, for parking a medium sized motor car on the basis of sharing of the entry and exit of the motor car, commonly with the Car Parking Space No.____, more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **BLUE** colour therein;

ALL THAT Car Parking Space, being Parking LotNo.-----, (subject matter of this allotment), allotted in a mechanical two storied Car Parking structure capable of parking two medium sized motor car (parking of which shall always be dependent to each other), erected and installed in the Ground Floor of Block- ----. Location of the said structure is more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **BLUE** colour therein;

ALL THAT Car Parking space, for parking a medium sized motor car,duly demarcated in the open compound of the said Land,being Parking Lot No. -----, more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **BLUE** colour therein;

ALL THAT one medium sized Car Parking space in the ----- Floor of Multi Level Car Parking comprised in Block- B and C, being Parking Lot No. -----, more fully shown in a MAP in **Part-II** of **Schedule-B**, hereto and duly demarcated with **BLUE**colour therein;

1.3 **OPEN TERRACE:ALL THAT** the open terrace attached withApartment/Unit No. -----, containing a carpet area of -----(-----) Square feet, more or less, for exclusive use and occupation of the Allottee, more fully shown in the MAP in **Part-III** of **Schedule-B**, hereto and duly demarcated with **GREEN**colour therein;

2. **SAID LAND:**

All That piece and parcel of the land containing an area of 169.64 Decimal, more or less, situate and lying at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 918, 919, 923, 928, 929, 918/1534 and 931 recorded in L.R.Khatian Nos. 2074 to 2103, under Police Station –

Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, in the District of North 24-Parganas. The said Land is butted and bounded as follows:

On the North: By a 6 feet wide passage and thereafter R.S. Dag Nos. 920;

On the South: By Rajarhat Main Road;

On the East: By R.S. Dag No. 922, 924 and 931;

On the West: By a 6 feet wide passage and R.S. Dag Nos. 917, 929, 928 (P) and 930;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

SCHEDULE-A-1

sale deed(s) and other chain of title

The Owners purchased various parcels of lands lying and situated at Mouza- Raigachi, J.L. No.12, under Police Station- Rajarhat, District- North 24 Parganas, under various Dags, through several deeds, all recorded in Book-I of various registry office, details whereof are as follows:

| Sl. No. | Deed No. | Deed Date | Registered At | Name of Seller in the Deed | Name of Purchaser in the Deed | R.S. Dag No. | R.S. Khatian | L.R. Khatian | Land Area in Decimal |
|---------|----------|------------|-----------------------------|---------------------------------------------|-------------------------------------|--------------|--------------|--------------|----------------------|
| 1 | 7567 | 11.07.2007 | ARA-II, Kolkata | Satyanarayani Trade Com Pvt. Ltd. & Oth. 31 | Ajna Commercial Pvt. Ltd. & Oth. 29 | 919 | 93 | 1428/1 | 5 |
| | | | | | | | | 112/1 | |
| | | | | | | | | 453/1 | |
| 2 | 7568 | 11.07.2007 | ARA-II, Kolkata | Satyanarayani Trade Com Pvt. Ltd. & Oth. 31 | Ajna Commercial Pvt. Ltd. & Oth. 29 | 923 | 296 | 1547/1 | 4 |
| | | | | | | 929 | | 290 | 3.666 |
| 3 | 1171 | 06.11.2007 | ARA-II, Kolkata | Susanta Sarkar & Oth. 5 | Ajna Commercial Pvt. Ltd. & Oth. 29 | 923 | | 581 & 941 | 4.48 |
| 4 | 7347 | 11.07.2007 | ADSR, Bidhannagar, Saltlake | Jafar Ali Mondal | Ajna Commercial Pvt. Ltd. & Oth. 29 | 923 | 296 | 397 | 3.3 |
| 5 | 7348 | 11.07.2007 | ADSR, Bidhannagar, Saltlake | Fajlur Rahaman | Ajna Commercial Pvt. Ltd. & Oth. 29 | 923 | 296 | 1602/1 | 2 |
| 6 | 354 | 06.11.2007 | ARA-II, Kolkata | M/s. Lokenath Developer | Ajna Commercial Pvt. Ltd. & Oth. 29 | 919 | | 581 | 4 |
| 7 | 417 | 06.11.2007 | ARA-II, Kolkata | M/s. Lokenath Developer | Ajna Commercial Pvt. Ltd. & Oth. 29 | 928 | | 181 | 9 |

| | | | | | | | | | |
|----|-------|------------|-----------------------------------|-------------------------|---------------------------------------|----------|------|--------|-------|
| 8 | 3020 | 03.03.2008 | ADSR, Bidhannagar, Saltlake | Vatan Enclave Pvt. Ltd. | Ajna Commercial Pvt. Ltd. & Oth.29 | 923 | 296 | 948 | 3.3 |
| 9 | 4409 | 01.07.2008 | ARA-II, Kolkata | SeikhNur Mohammad | Ajna Commercial Pvt. Ltd. & Oth.29 | 923 | 296 | 693 | 2 |
| 10 | 4410 | 01.07.2008 | ARA-II, Kolkata | Monajat Gain | Ajna Commercial Pvt. Ltd. & Oth.29 | 923 | 296 | 948 | 4.13 |
| 11 | 6218 | 23.07.2008 | DSR-II, 24 Pgs (N) | Md. SafiarRahaman | Ajna Commercial Pvt. Ltd. & Oth.29 | 918/1534 | 42 | 318 | 8 |
| | | | | | | | | 1072 | |
| | | | | | | | | 1719 | |
| | | | | | | | | 1720 | |
| 12 | 2887 | 05.03.2012 | ADSR, Bidhannagar, Saltlake | FirojaBibi&Othrs | Ajna Commercial Pvt. Ltd. & Oth.29 | 923 | | 948 | 0.084 |
| 13 | 13877 | 07.11.2012 | ADSR, Bidhannagar, Saltlake | Kasem Ali Midda | Ajna Commercial Pvt. Ltd. | 919 | 93 | 1504/1 | 3.694 |
| | | | | | | | | 385/1 | |
| | | | | | | | | 57/1 | |
| | | | | | | | | 1576/1 | |
| | | | | | | | | 112/1 | |
| | | | | | | | | 453/1 | |
| | | | | | | | | 1428/1 | |
| 14 | 13879 | 07.11.2012 | ADSR, Bidhannagar, Saltlake | SafiyarRahaman | Ajna Commercial Pvt. Ltd. | 919 | 93 | 1504/1 | 2.375 |
| | | | | | | | | 385/1 | |
| | | | | | | | | 57/1 | |
| | | | | | | | | 1576/1 | |
| | | | | | | | | 112/1 | |
| | | | | | | | | 453/1 | |
| | | | | | | | | 1428/1 | |
| 15 | 1117 | 18.12.2012 | ADSR, Rajarhat | Sabina YasminRahaman | Accord Enclave Pvt. Ltd. | 923 | 296 | 397 | 2.953 |
| 16 | 1118 | 18.12.2012 | ADSR, Rajarhat | Sabina YasminRahaman | Azurite Builders Pvt. Ltd. | 923 | 296 | 397 | 2.953 |
| 17 | 1119 | 18.12.2012 | ADSR, Rajarhat | Sabina YasminRahaman | Capricon Enclave Pvt. Ltd. | 923 | 296 | 397 | 2.953 |
| 18 | 1298 | 24.12.2012 | ADSR, Rajarhat | SirajulHaque&Othrs | Annapurna Apartments Pvt. Ltd. | 931 | 1056 | 1814 | 31.56 |
| | | | | | Cornet Vanijya Pvt. Ltd. | | 1060 | 1816 | |
| | | | | | DurgavatiPromoters Pvt. Ltd. | | 1115 | 1817 | |
| | | | | | Crescent Tie-up Pvt. Ltd. | | 1058 | 1818 | |

| | | | | | | | | | |
|----|------|------------|--------------------|-----------------------------|------------------------------|-----|-----|---------------|-------|
| | | | | | | | | 1428/1 | |
| 29 | 7493 | 29.06.2016 | ADSR, Rajarhat | Hasem Ali Middy | Ajna Commercial Pvt. Ltd. | 919 | 93 | 1504/1 | 3.694 |
| | | | | | | | | 57/1 | |
| | | | | | | | | 112/1 | |
| | | | | | | | | 453/1 | |
| | | | | | | | | 1428/1 | |
| | | | | | | | | 1576/1 | |
| 30 | 8660 | 11.08.2016 | ADSR, Rajarhat | Sk. Noor Mohammed Mondal | Cornet Vanijya Pvt. Ltd. | 919 | 93 | 2028 | 4.54 |
| 31 | 8661 | 11.08.2016 | ADSR, Rajarhat | Sk. Noor Mohammed Mondal | Crescent Tie-Up Pvt. Ltd. | 919 | 93 | 2028 | 4.54 |
| 32 | 8070 | 24.08.2016 | ARA-IV, Kolkata | SahidaBibi& 4 oth. | Harappa Nirman Pvt. Ltd. | 919 | 93 | 2029 | 5 |
| 33 | 8071 | 24.08.2016 | ARA-IV, Kolkata | SahidaBibi& 4 oth. | Excel Sales Pvt. Ltd. | 919 | 93 | 2029 | 5 |
| 34 | 161 | 09.01.2017 | ARA-IV, Kolkata | Mofij Ali Mondal | Regal Vinimay Pvt. Ltd. | 918 | 494 | 2361 & 551 | 1.653 |
| 35 | 619 | 27.01.2017 | ADSR, Rajarhat | Harunal Rashid & 8 oth. | Divine Vinimay Pvt. Ltd. | 918 | 494 | 375 | 2 |
| | | | | | | | | | |
| | | | | | | | | | |

After the purchase and acquisitions of the aforesaid land, the Owners and the Promoter, duly recorded their name in Record of Rights. Details of each owners' and the Promoter's L.R. khatians and their ownership in the said Land are as follows:

| Sl. No. | Name of the Owners of the said Land | L.R. Khatian No. | Land owned (In Decimal) |
|---------|-------------------------------------|------------------|-------------------------|
| 1 | Accord Enclave Pvt. Ltd. | 2103 | 7.8982 |
| 2 | Ajna Commercial Pvt. Ltd. | 2074 | 11.761 |
| 3 | Annapurna Apartments Pvt. Ltd. | 2085 | 7.0248 |
| 4 | Azurite Builders Pvt. Ltd. | 2075 | 4.7114 |
| 5 | BaulBuildcon Pvt. Ltd. | 2089 | 1.7619 |
| 6 | Capricon Enclave Pvt. Ltd. | 2102 | 5.1003 |
| 7 | Cornet Vanijya Pvt. Ltd. | 2076 | 11.5215 |

| Sl. No. | Name of the Owners of the said Land | L.R. Khatian No. | Land owned (In Decimal) |
|---------|-------------------------------------|------------------|-------------------------|
| 16 | Green Promoters Pvt. Ltd. | 2093 | 1.7619 |
| 17 | Green Towers Pvt. Ltd. | 2097 | 1.7667 |
| 18 | Harappa Nirman Pvt. Ltd. | 2080 | 11.4627 |
| 19 | Loharuka Developers Pvt. Ltd. | 2098 | 1.7667 |
| 20 | Melody Enclave Pvt. Ltd. | 2101 | 1.762 |
| 21 | Mohenjadaro Estate Pvt. Ltd. | 2090 | 1.7619 |
| 22 | Monopoly Enclave Pvt. Ltd. | 2100 | 1.762 |

| | | | | | | | |
|----|-------------------------------|------|---------|----|------------------------------|------|--------|
| 8 | Crescent Tie-Up Pvt. Ltd. | 2077 | 11.5162 | 23 | Morning Towers Pvt. Ltd. | 2091 | 6.5179 |
| 9 | Divine Vinimay Pvt. Ltd. | 2078 | 9.0168 | 24 | Regal Vinimay Pvt. Ltd. | 2081 | 9.6366 |
| 10 | Durgavati Promoters Pvt. Ltd. | 2084 | 7.0248 | 25 | Sarbani Properties Pvt. Ltd. | 2087 | 1.7619 |
| 11 | Energy Commercial Pvt. Ltd. | 2083 | 7.0195 | 26 | Shrija Properties Pvt. Ltd. | 2099 | 8.9945 |
| 12 | Excel Sales Pvt. Ltd. | 2079 | 11.4602 | 27 | Shubham Promoters Pvt. Ltd. | 2086 | 8.0243 |
| 13 | Green Conbuild Pvt. Ltd. | 2094 | 1.7667 | 28 | Stylish Vanijya Pvt. Ltd. | 2088 | 1.7619 |
| 14 | Green Devcon Pvt. Ltd. | 2092 | 1.7619 | 29 | Vega Commercial Pvt. Ltd. | 2082 | 8.0176 |
| 15 | Green Mansion Pvt. Ltd. | 2096 | 1.7667 | 30 | Vista Towers Pvt. Ltd. | 2095 | 1.7667 |

The Area of the said Land, comprised in various R.S./ L.R. Dags at Mouza- Raigachi, J.L. No. 12, are as follows:

| Sl. No. | R.S./ L.R. Dag No. | Total Area in Dag in Decimal | Area of land in Project |
|---------|--------------------|------------------------------|-------------------------|
| 1 | 918 | 6 | 3.65289 |
| 2 | 918/1534 | 8 | 8 |
| 3 | 919 | 38 | 38 |
| 4 | 923 | 40 | 40 |
| 5 | 928 | 47 | 37.5284 |
| 6 | 929 | 25 | 10.8982 |
| 7 | 931 | 53 | 31.56048 |

Total Area of the said Land:169.63997 Decimal, more or less.

SCHEDULE-A-2

(DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS)

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **THIS AGREEMENT** shall mean the Agreement and Schedules all read together.
 - b. **CO-OWNERS** shall mean (a) all the Allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
 - c. **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "**Green Heights-II**" consisting of various buildings / blocks to be constructed in phases

/ sub-phases by the Promoter at the said Land to be developed from time to time in Phases / Sub-Phases. The Allottee is/are aware that the Promoter intends to undertake construction of the Housing Complex/ Project in various phases / sub-phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases / Sub-Phases are completed. The Allottee is also aware that in the unlikely event that other phases of the Project are not developed or launched at all, then the same shall not form part of the Project / Housing Complex (and the Project / Housing Complex shall be deemed to have been reduced to that extent) and the land comprised in other phases shall be divided and demarcated and/or partitioned from Phase-I and retained by the Promoter and the Owners and the Allottees of Phase-I shall not have any claim or demand with regard thereto.

- d. **SANCTIONED PLAN** shall mean the plan sanctioned by the Rajarhat Panchayat Samity and/or the New Town Kolkata Development Authority and/ or the Competent Authority, as the case may be, vide Building Permit No. 1247/RPS dated 14.10.2020, for construction of the Building/s at the said Land and shall include sanctionable modifications and/or renewals thereof and/or alterations thereto as may be made from time to time by the Promoter, subject to compliance of the Act.
- e. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- f. **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Said Land as mentioned and specified the **SCHEDULE- ‘E’** to these presents and as be expressed or intended from time to time by the Promoter for exclusive use and enjoyment by the occupants of the Housing Complex.

It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter shall in its absolute right deal therewith to which the Allottee hereby consents.

- g. **COMMON EXPENSES** shall mean and include (i) all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations; and (ii) all **expenses** to be incurred for the management maintenance upkeep and administration of the Common Amenities and Facilities; and rendition of common services in common to the co-owners of

the Said Land and/or the Project and all other expenses for the common purposes (including those mentioned in the **SCHEDULE- E-2** hereunder written) to be contributed and shared by the Co-owners.

- h. **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
 - i. **SCHEDULED DATE** shall mean the date of completion of the Project as per registration with the Authority and include the extension of registration, if any, granted to the said Project by the Authority, as per the Act.
 - j. **COMMON PURPOSES** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - k. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
 - l. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly, words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
2. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any oral evidence regarding the payment.
 3. The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the Total Price payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
 4. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

5. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.
6. The Project contains open and covered parking spaces as per the sanctioned plan ("**Car Parking Areas**"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in **Schedule D** and **Schedule E** and which can be used for parking as "**Open Parking Areas**". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.
7. The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in **Schedule- D** and **Schedule- E**. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
8. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project **Provided That** the Promoter shall make any such additional construction upon obtaining approval of plans by the Rajarhat Bishnupur 1 No. Gram Panchayat and/ or the Competent Authority and upon complying with the applicable provisions of the Act and/or Rules.
9. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
10. **Other Charges:** In addition to the Total Price, the Allottee shall pay to the Promoter the following amounts:
 - 10.1. Documentation Charges: A sum of Rs.----- (Rupees ----- only), 50% of which shall be payable at the time of the Agreement and balance 50% shall be payable on or before the date of taking possession of the Apartment.
 - 10.2. Mandatory membership of the Club 360 (An existing club at Green Heights, a residential complex adjoining the said Land), membership charges lump-sum Rs. -----/- (Rupees ----- Only), payable to the Promoter. Beside the one time membership charges, as aforesaid, the Allottee shall also pay all charges for such use as be charged by the Club 360, directly to

the Club 360 and will also comply with all rules and regulations as framed by the Club 360 for proper management and use thereof. It is expressly agreed and clarified that the use of the club related facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the membership. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying any club facility by the Allottee or his family members or any other person.

- 10.3. Charges and expenses for formation of Association, as be reasonably required.
 - 10.4. Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
 - 10.5. Proportionate share of costs, charges and expenses in respect of additional fire safety measures, if required, to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing firefighting code/ regulations.
 - 10.6. Goods and Service Tax on the above amounts.
11. **Deposits:** The Allottee shall also pay and/ or deposit and keep deposited the amounts on the following heads:
- 11.1. Security Deposit as be demanded by the West Bengal State Electricity Distribution Company Limited (WBSEDCL) for individual meter in respect of the Designated Apartment.
 - 11.2. The Allottee shall deposit with the Promoter a sum calculated @ Rs.36/- (Thirty Six) per square feet on Built-up Area of the apartment, as interest free Security Deposit towards maintenance charges, till date the maintenance of the Project is in the hands of the Promoter, thereafter the said deposit shall be handed over to the Association.
 - 11.3. The Allottee shall deposit and/or keep deposited with the Promoter a sum calculated @ 20/- per square feet on Built-up Area of the apartment, as interest free Security Deposit towards Panchayat Tax, as be assessed, on the Designated Apartment, payable by the Allottee from the date of taking handover of the Designated Apartment from the Promoter till date Allottee get his/her/their name recorded/ mutated with the Panchayat or the Competent Authority and pay up-to-date Panchayat Tax on Designated Apartment.
 - 11.4. Security Deposit as be demanded by the any other authority or authorities on any such account or accounts related to the Designated Apartment, shall be payable by the Allottee.
 - 11.5. The payment of deposits, as mentioned hereinbefore, shall be made by the Allottee to the Promoter within 7 days of receiving a written intimation from

the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement.

- 11.6. Goods and Service Tax on the above amounts, if applicable.
12. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
13. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
14. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favor of the Association, to which the Allottee hereby agrees.
15. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
16. The Allottee may only after a period of 24 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @3% (threepercent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @3% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by

the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

17. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of sixty months from the date of the Completion Certificate.
18. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
19. **AREA CALCULATION:**
 - 19.1. **Carpet Area of an Apartment/Unit:** The carpet area for the Apartment or any other Unit shall mean the entire floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
 - 19.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment/Unit.
 - 19.3. **Built-up Area:** The built-up area of an Apartment/Unit shall mean the Carpet Area of such Unit or any other unit Together with area covered by a Balcony/Balconies, attached with such Unit or any other unit And Together with 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony And Together with 100% (Hundred percent) of the area covered by all other external walls of the such Apartment/Unit and Balcony.
 - 19.4. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Apartment/Unit.
 - 19.5. **Unit Area for CAM:** For the purpose of payment of the proportionate of Common Area Maintenance (CAM) charges by the Allottee, the area shall be the sum total of the Built-up Area which is ----- (-----) Square feet, more or less.
20. The Promoter has taken/may take loans/construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged

by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

21. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the Total Price envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
22. Unless changed by the Promoter, Messrs. Monojit Das & Associates of 288, Kali Sen Road, Tribeni, Hoogly, PIN 712 503, shall be the Architect for the Project.
23. The Project shall bear the name "**GREEN HEIGHTS-II**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE- B

(Part-I)

Floor Plan of the Apartment

(Part-II)

Floor Plan of the Car Parking space

(Part-III)

Floor Plan of the open terrace attached with the Flat/ Unit

SCHEDULE- C

(Payment Plan)

The Total Price shall be paid by the Allottee to the Promoter in installments as follows:

| | |
|-----------------------------------------------------------------|---------------------------------------------------|
| Booking Amount | 10% of the Total Price. |
| On Agreement | 20% of the Total Price (including Booking Amount) |
| On Completion of Piling work of the respective Block/ building. | 10% of the Total Price. |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| On completion of ground floor roof slab casting of the respective Block/ building. | 10% of the Total Price. |
| On completion of first floor roof slab casting of the respective Block/ building. | 10% of the Total Price. |
| For Block-A: On completion of third floor roof slab casting. For Block- B and Block-C: On completion of second floor roof slab casting. | 10% of the Total Price. |
| For Block-A: On completion of fifth floor roof slab casting. For Block- B and Block-C: On completion of third floor roof slab casting. | 10% of the Total Price. |
| For Block-A: On completion of seventh/ top floor slab casting. For Block- B and Block-C: On completion of fifth/ top floor roof slab casting. | 10% of the Total Price. |
| On starting of brick work/ plastering of the Designated Apartment. | 10% of the Total Price. |
| On starting of flooring/ other finishing work of the Designated Apartment. | 5% of the Total Price. |
| On Notice for Possession of the Designated Apartment. | 5% of the Total Price. |

SCHEDULE- D

Specifications, Amenities and Facilities (which are part of the Apartment)

- **Structure**: RCC framed construction.
- **Internal walls**: Cement plastering overlaid with smooth, impervious plaster-of-paris.
- **Doors**: wooden door frame with 32 mm thick flush doors.
- **Windows**: Aluminum windows with large panes.
- **Flooring**: Vitrified tile flooring in all bedrooms, living/dining room and common areas.

- **Kitchen**: Floor vitrified/ceramic tiles, counter tops granite with steel sink, dados ceramic tiles up to a height of 2 feet from the granite top.
- **Toilet**: floor ceramic tile flooring, dados ceramic tiles up to 6'-0" height. Geyser points in all bathrooms.
- **Balcony**: Decorative MS railings up to 3 (Three) Feet Height. One washing machine point in one balcony shall be provided.
- **Sanitary ware**: White porcelain fittings of genuine make.
- **CP Fittings**: Chromium plated fittings of genuine make.
- **Electrical**: Superior quality concealed wiring with the modular switches and miniature circuit breakers of genuine make. One T.V. point in living room and one in master bedroom shall be provided. One A. C. point in all bedroom shall be provided.

SCHEDULE- E

Specifications, Amenities and Facilities (which are part of the Project)

1. Common Areas and Installations:

1.1 Common Areas at the Building in which the Designated Apartment is situated:

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the said Building.
- (iii) Lifts with machineries, accessories and equipment (including the lift machine room) and lift well for installing the same in the said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Ultimate open to sky space on the ultimate Roof of the said Building.
- (vi) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the said Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the said Building.
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the said Building.

1.2 Common Areas at the Project:

- (i) Driveway, Paths and passages in the Project other than those reserved by the Promoter for its exclusive use or for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for use of itself or any unit-holder / occupant..
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) Electrical wiring and fittings and fixtures for lighting the garden, passages, driveways and all other common areas and separate electric meter/s and meter room / space.
- (iv) Water waste and sewerage evacuation drains from the buildings / blocks to the municipal drain.
- (v) Surveillance System at the boundary wall of the Project.
- (vi) Intercom facility.
- (vii) Underground water reservoir
- (viii) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Units and space / room for pump and motor.
- (ix) Deep tube well for water supply.
- (x) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (xi) DG Set, its panels, accessories and wirings and space for installation of the same.
- (xii) Boundary wall and entrance/ exit gates of the Project.
- (xiii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.
- (xiv) Water Filtration(Iron Remover) Plant.
- (xv) Firefighting system
- (xvi) Sewrage Treatment Plant
- (xvii) Rain water Harvesting Tank
- (xviii) Common toilet.
- (xix) Other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the Project as are necessary for the use and occupation of the flats in common and as are specified by the Promoter expressly to be the common areas after construction of the said Project;

(xx) It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter / Land Owners may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter / Land Owners shall in their absolute right deal therewith to which the Allottee hereby consents.

1.3 Aminities and Facilities: The Promoter proposes to erect, install and/or make available certain facilities as herein mentioned (which expression shall include any modifications or alterations of all or any such facility). The development of **Green Heights-II** shall tentatively comprise of:

- a) Badminton Court
- b) Green Amphitheatre
- c) Green Lawn
- d) Kids Play Area

Once the Aminities and Facilities as aforesaid becoming functional, the Allottee shall use the same by complying all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof.

SCHEDULE E-1

(HOUSE RULES)

The Allottee binds himself/ themselves and covenants to abide by the following rules, regulations and restrictions ("**House Rules**"). The Allottee agrees-

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the **Schedule- A** hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land/ Housing Complex (including at the open spaces at the said Land).
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

- (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land);
 - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding the size of 11 feet x 6 feet) and/or two wheeler, as the case may be. In case the Allottee has been granted any Parking Facility for motor car as specifically mentioned in Clause 2 of the Schedule A hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
 - (iv) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-Owners of the Project and none else.
 - (vii) This right to use parking space does not confer any right of Ownership of the space on which such parking facility is provided.
 - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
4. In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
5. The use of the Common Areas including but not limited to the Amenities and Facilities shall be done by the Allottee using due care and caution and the role of the Promoter

shall be only to provide the initial infrastructure in respect of the Common Areas (including the the Amenities and Facilities) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including the Club Facility by the Allottee or his family members or any other person.

6. Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to adhere to the following:
 - 6.1 The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works;
 - 6.2 The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
7. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
8. not to claim any access or user of any other block or building at the said Land except the said Building and the Common Areas mentioned herein and that too subject to the terms and conditions and rules and regulations, applicable thereto.
9. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
10. to apply for and obtain at his/her/their own costs, separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 6 (six) months from the date of possession.
11. not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other

fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.

12. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
13. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
14. not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
15. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
16. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
17. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
18. to use the Common Area only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
19. to install firefighting and sensing system gadgets and equipment as required under law and shall keep the Designated Apartment free from all hazards relating to fire;
20. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

21. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
22. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
23. to co-operate with the Maintenance-In-charge in the management, maintenance control and administration of the Project and the said Land and other Common Purposes.
24. to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
25. to maintain at his/her/their own costs and expenses, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Rajarhat Bishnupur 1 No. Gram Panchayat or Concerned Authorities, WBSEDC Limited, Fire Service Authorities, Pollution Control Board and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
26. not to alter the outer elevation or façade or colour scheme of the buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
27. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
29. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners,

30. To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
31. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Rajarhat Bishnupur 1 No. Gram Panchayat, Block Land and Land Reform Office, and any other appropriate authority **Provided That** so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
 - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners,

proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs.------(Rupee -----) only per Square foot per month of the built-up area of the Designated Apartment. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (vi) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.-----/- (Rupees ----- only) per annum if the Parking Facility agreed to be granted to the Allottee is for four wheeler, to be increased every years by 5% (Five percent) of the amount then payable.
 - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
 - (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 31.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.
- 31.2. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 31.2.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities

and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

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

SCHEDULE E-2

(Common Expenses)

Common Expenses shall include the following:

- I. **MAINTENANCE**: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, the Amenities and Facilities and also the Parking Spaces and all adjoining side spaces and all related gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Amenities and Facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the said Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- II. **OPERATIONAL**: All costs, charges and expenses for running and operating all machines, equipment and installations comprised in the Common Areas and also the Parking Spaces.
- III. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- IV. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-charge looking after the common purposes, until handing over the same to the Association.

- V. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- VI. **AMC & INSURANCE**: Annual Maintenance Contracts (AMC), Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- VII. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
- IX. **PARKING SPACES**: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- X. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter and/or the Association for the common purposes.