

"Parking Space" shall mean the right to park car(s)/two-wheeler(s) in the [covered/open] parking space allotted to the Allottee measuring an area of square feet more fully described in Schedule A hereunder;

"Person of Indian Origin or POI" shall have the meaning ascribed to it in the Foreign Exchange Management (Deposit) Regulations, 2000;

"PLC" shall mean the charges for preferential location of an apartment;

"Sanctioned Plans" shall mean the site plan, Building Plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plans and permissions granted by the competent authority for the Project;

"Tower" shall mean the 3 (Three) separate G + 4 (Ground plus four storeyed) Buildings to be constructed within the said Land;

"Tower Common Portions" shall mean with respect to the Tower, the areas, facilities and amenities specified in Part - I of Clause 48 which are to be used and enjoyed in common with all the other allottees of the Units in the Tower;

"Township Common Portions" shall mean with respect to the Project, the areas, facilities and amenities specified in Part – III of Clause 48 which are to be used and enjoyed in common with all the other allottees of Units in the Project;

"Unit" shall mean each unit of residency in the Project and the expression "units" shall be construed accordingly; and

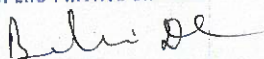
"Zonal Common Portions" shall mean with respect to the said Land, the areas, facilities and amenities specified in Part – II of Clause 48 which are to be used and enjoyed in common with all the other allottees of the Units in the said Land.

35. COVENANT FOR SALE AND PURCHASE

The Promoter agrees to sell and the Allottee agrees to purchase the Apartment on the terms and conditions contained in this Agreement, subject to Allottee:

- (i) agreeing to pay within due dates the Other Charges and Deposits specified in Clause 45 herein from time to time;
- (ii) agreeing to pay within due dates the Common Expenses specified in Clause 46 herein from time to time;
- (iii) agreeing to abide by and adhere to the Common Rules specified in Clause 47 herein from time to time; and
- (iv) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement;

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36 PAYMENT OF TOTAL PRICE AND OTHER CHARGES & DEPOSITS

36.1 Total Price

36.1.1 The Allottee shall make the payment of the Total Price as per the payment plan set out in **Schedule C**. The Promoter may from time to time raise demand as per Payment Schedule for payment of installments by issuing notices to the Allottee and the Allottee shall make the payments promptly within the time stipulated in such notices.

36.1.2 Besides the Total Price, the Allottee shall be required to pay certain other amounts as mentioned in the Payment Schedule and in Clause 41(b) herein ("**Other Charges and Deposits**") at such times as prescribed in the Payment Schedule or as may be demanded by the Promoter from time to time.

36.1.3 Any change of Payment Plan/Schedule shall normally not be entertained but may be entertained on the discretion of the Promoter on payment of an extra charge of Rs./-(Rupees only).

36.2 Prompt payment

The Promoter has informed the Allottee and the Allottee is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other Allottees and the completion of the Project.

36.3 Dishonour of payment instruments

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs./-(Rupees only) together with applicable taxes thereon (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

36.4 Delayed payments

Any delay or default on the part of the Allottee to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, the Promoter shall be entitled to charge interest as may be prescribed under Applicable Laws for the period of delay.

37 **CLUB**

The Allottee/Transferee shall have an option of becoming a member of Club Sinclairs upon payment of all requisite fees and charges for the same as demanded and under the terms and conditions as fixed by the Sinclairs authority from time to time. In the event of the Allottee/Transferee exercising its option to become a member thereof, it shall be bound by the rules and regulations of the Club, all of which will be fixed and/or determined by the Club from time to time, including regarding any default in payment of any fees and/or charges. All decisions in this regard shall be entirely of Sinclairs and the Promoter/Transferor shall neither be involved nor be liable for the same under any circumstances whatsoever.

38 **FINANCE**

38.1 **Raising of finance by Promoter**

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the said Land and/or securitization of the receivables.

38.2 **Raising of finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain financing for the purchase of the Apartment.

39 **POSSESSION OF THE APARTMENT**

39.1 **Mode of giving possession**

The Promoter shall serve upon the Allottee a notice in writing ("**Possession Notice**") to take over possession of the Apartment within 60 (sixty) days ("**Possession Period**") from the date of the Possession Notice. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Apartment to the Allottee on a date ("**Possession Date**") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 7.1 above.

39.2 **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the Possession Period, the Allottee shall be deemed to have taken possession on the 61st

day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the Possession Date.

39.3 Responsibilities

On and from the Possession Date:

- 39.3.1 The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- 39.3.2 The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the common areas and facilities on and from the Possession Date;
- 39.3.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the common areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.
- 39.3.4 All other expenses necessary and incidental to the management and maintenance of the Project.
- 39.3.5 The Promoter agrees to pay all outgoings before transferring the physical possession of the 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, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

40 COMMON AREAS, FACILITIES AND AMENITIES

40.1 Undivided interest

The Allottee together with all other Allottees of Units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

40.2 Water supply

Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted. Each Unit shall be given one water supply

connection. The installation cost will be reimbursed by the Allottee and the usage charges will be applicable on actual consumption basis. However, after handing over the common areas and facilities of the Project, the Promoter/Maintenance Company/Association may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee as and when intimated by the Promoter/Maintenance Company/Association.

40.3 Sewerage

The entire sewage of the Project will be treated by the modern sewage treatment technology. This will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All the Units in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens.

40.4 Solid waste management

The Promoter/Maintenance Company/Association or any agency appointed by the Promoter/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

40.5 Storm water disposal

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

40.6 Power supply

Installation costs, deposits and other charges to be paid by the Promoter to the Power Supply Authority concerned towards obtaining, installing power and for providing electricity to common areas like street light, parks, green verge, community facilities etc., shall be borne and payable by the Allottee proportionately. The Promoter/Maintenance Company/Association shall recover such installation costs, deposits and other charges from the Allottee. The amount recoverable from the Allottee for power arrangements shall be as specified in clause 45 hereunder written.

The Allottee shall pay for the Electricity Security Deposit ("ESD") for individual electric meters allotted to the Allottee by the Power Supply Authority.

In case the Power Supply Authority fails to provide individual meter to the Allottee and makes provision for a bulk supply, the Promoter shall provide sub-meters to the Allottee upon payment of the proportionate ESD payable to the Power Supply Authority for such connection. The amount recoverable from the Allottee will be intimated in due course as soon as the same is known to the Promoter.

The ESD would be subject to revision and replenishment and the Allottee shall be liable to pay proportionately such revision and replenishment to the Power Supply Authority as per their norms. In such cases the Allottee may be required to enter into a separate agreement for supply

of electricity through sub-meters.

40.7 Diesel Generator backup

The Allottee will be provided power back up and will be charged extra both for installation and consumption of power as intimated by the Promoter. Any Allottee may opt for power back up of over and above the specified limit already provided by making specific request to that effect to the Promoter at the costs and expenses of the Allottee.

The Allottee shall be liable to pay installation charges as specified in clause 45 hereunder written and the same shall be paid to the Promoter within the due date to be notified thereof by the Promoter.

The actual running cost and maintenance charges of DG will be separately charged from the Allottee on the basis of proportionate backup power subscribed by him. The actual running and expenses for the DG for common areas will be charged from the Allottee.

40.8 Additions or replacements

As and when any plant and machinery, including but not limited to, DG sets, electric sub- stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion, the Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

41 MAINTENANCE AND ASSOCIATION

The Promoter may manage and maintain the common parts and utilities of the Project by itself or may hand over these to the Maintenance Company for which all Allottees may be required to execute an Agreement ("Management Agreement") with the Maintenance Company.

- (a) The Allottee shall become a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.
- (b) For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate maintenance charges ("Maintenance Charges") of such area and facilities as may be fixed by the Promoter/Maintenance Company and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay:
 - (i) The Allottee shall not be entitled to avail any maintenance services;
 - (ii) Applicable Interest Rate will become payable by the Allottee; and
 - (iii) The Promoter/Maintenance Company/Association shall adjust the unpaid amount from

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the IFSD. If due to such adjustment in IFSD falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill

- (c) An interest free corpus deposit ("Maintenance Security Deposit") for the Apartment shall be paid by the Allottee to the Promoter on or before taking over possession of the Apartment. The Maintenance Security Deposit is Rs. ../- per square feet of the constructed area of the Apartment and the same shall be used by the Promoter/Association for repair of common areas, facilities and equipment provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association as and when desired by the Association.
- (d) The Allottee shall pay, over and above the monthly running Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (Six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit ("IFSD") to the Promoter calculated at the rate of Rs/- (Rupees only) per square feet of the constructed area of the Apartment per month on Possession Date. The said IFSD shall be kept with the Promoter in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Promoter/Maintenance Company/Association. If the said IFSD remains unutilised then the same shall be transferred to the Association as and when desired by the Association.

42 COVENANTS OF THE ALLOTTEE

42.1 Residential use

The Allottee shall not use the Apartment or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

42.2 Transfer

The Allottee shall not transfer or assign the rights under this Agreement without prior written permission from the Promoter till such time all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee shall pay a transfer fee @ 3% (three percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, at the date of such transfer or on transaction amount, whichever is higher, vide a nomination agreement, which if required under the Applicable Laws, shall be registered. Such transfer however shall be permissible only if the first installment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

It may be noted that change of joint allottees will be treated as transfer under this clause. However it is clarified that for this purpose, transfer of allotment within the same family shall

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not be treated as transfer of allotment. "Family" shall mean the Allottee himself together with the spouse, dependant parents and dependent children of such Allottee.

43 ADDITIONAL EVENTS OF DEFAULTS AND CONSEQUENCES

All defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (i) Failure by the Allottee to countersign and return the Promoter's copy of the Allotment Letter to the Promoter within the time stipulated therefor in the Allotment Letter.
- (ii) Failure to make the payments within the date stipulated therefor in the Allotment Letter or in this Agreement of the Total Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, lease rent, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter to the Allottee from time to time.
- (iii) Failure to execute and register the transfer deed or any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter relating to the Apartment. Failure to take possession of the Apartment within the date stipulated by the Promoter in its notice for possession.
- (iv) Failure to execute the Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Owners/Association of the Project.
- (v) Failure, pursuant to a demand by the Promoter in terms of this Agreement, to become a member of the association of owners of the Project or to pay subscription charges etc. as may be required by the Promoter or the association of owners, as the case may be.
- (vi) Assignment of the Allotment Letter or any interest of the Allottee therein without prior written consent of the Promoter.
- (vii) Dishonour of any cheque(s) given by any Allottee for any reason whatsoever.
- (viii) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee.

Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including, but not limited to, those specified above, the Promoter may at its sole discretion issue a notice of such default to the Allottee and the Allottee shall be provided with a period of 15 (fifteen) days


from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within 15 (fifteen) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter.

44 MISCELLANEOUS

- 44.1 The Allottee hereby agrees for allotment of the Apartment on the specific understanding that his/her/its right to the use of common areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.
- 44.2 The Deed of Conveyance of the Apartment shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- 44.3 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.
- 44.4 The Allottees shall abide by the terms and conditions of the Development Control Regulations/Hand Book to be issued by the Promoter to enable it to regulate the future developments of Renaissance. The Development Control Regulations shall at all times be considered a part of this Agreement and shall survive the transfer deed in respect of the property in favour of the Allottee. Any violation of this condition shall entitle the Promoter to seek remedies provided under this Agreement in cases of breach, non- payment, defaults etc.
- 44.5 The Allottee is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the paths passages driveways etc., along the outer periphery of the Residential Complex on its Northern, Eastern, Southern and Western Portion shall be for common use by the Allottees as well as the Promoter.
- 44.6 **Provisions of this Agreement applicable on the Allottee/subsequent Allottees**

It is clearly understood and agreed by and between the Parties hereto that all the provisions

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

44.7 Non-waiver

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

44.8 Indemnity

Each Party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other ("Indemnified Party") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

44.9 Jurisdiction

The Courts at Kolkata shall have exclusive jurisdiction.

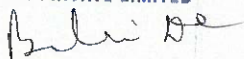
45 Other Charges and Deposits

The Other Charges and Deposits payable by the Allottee are as follows:-

Part-I [Other Charges]

1. **Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL on actual for giving direct L.T connection to the Allottee/Transferee will be payable to the Promoter/Transferor by the Allottee/Transferee.

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2. **Association Formation Charges:** Costs incurred by the Promoter/Transferor for formation of Association will be payable to the Promoter/Transferor by the Allottee/Transferee on actual.
3. **Documentation Charges:** The documentation charges or legal fees shall be paid by the Allottee/Transferee at the rate of 1 % (One per cent) of the Total Price.
4. **External Development Charges:** The External Development Charges calculated at the rate of Rs./- (Rupees only) per square feet of the constructed area of the Apartment shall be payable by the Allottee/Transferee to the Promoter/Transferor
5. **Lease Rent:** The Allottee/Transferee shall pay the rental charges under the Head Lease to the Burdwan Development Authority (BDA) in respect of the undivided, proportionate, impartial and singly non-transferable share in the land comprised in the Elite Homes for the residue period of the Head Lease as also its renewals, if any, to be revised upwards of every 5 (five) years as contained in the Head Lease without any deductions of whatsoever nature and/or kind
6. **Generator facility for inner consumption:** A sum of Rs./- (Rupees only) shall be compulsorily payable by the Allottee/Transferee towards proportionate cost of providing stand-by generator of 500 Watts for internal consumption in the Apartment. Additionally, the Allottee/Transferee may, upgrade to stand-by generator of 1000 Watts at an additional cost of Rs./- (Rupees only).

Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Apartment including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Allottee.

Part-II
[Deposits]

- i. **Corpus Deposit:** An interest free corpus deposit calculated at the rate of Rs./- (Rupees only) per square feet of the constructed area of the Apartment ("Corpus Deposit") for the Apartment shall be paid by the Allottee to the Promoter, on or before a date to be notified by the Promoter which date shall not be a date later than the Possession Date. The amount of such Corpus Deposit payable shall be intimated by the Promoter on or before possession date. The Corpus Deposit shall be used by the Promoter /Association for repair of the Project or equipments provided therein. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Corpus Deposit shall be transferred to the Association without interest when incorporated.
- ii. **Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL will be payable to the Promoter by the Allottees.

46 Common Expenses

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee with all the other Allottees as follows:

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- A. The costs and expenses relating to the Project shall be borne by all the Allottees in the proportion constructed area of any Apartment will bear to the area of all the other constructed areas in the Project which will include all costs for maintaining the Common Portions.
- B. Some of the expenses mentioned herein may be common to all the Allottees or only to those of any particular Apartment as may be decided by the Promoter or the Association, as the case may be.
- C. The expenses for maintenance, operation and renovation etc. of the Project shall be borne and paid by the Allottees to the extent and in the manner the Promoter or the Association, as the case may be, may decide.
- D. The expenses shall, inter-alia, include the following:
 - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
 - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the common areas and facilities and utilities of the Project.
 - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
 - iv. **Insurance:** Costs towards payment of premium for insuring the Apartment and the Common Portions.
 - v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
 - vi. **Others:** Any other expenses incurred by the Promoter or the Association, as the case may be, in respect of the Project and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

47 Common Rules

I. The Allottee shall not:

- a) Engage in any activity, which is offensive, obnoxious or injurious to public health
- b) Use or allow any part of the Apartment to be used for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to of the other occupiers in the Project
- c) Use or allow to be used the Apartment or any part or portion thereof for the purpose of public guest house, hotel, boarding house or for any other purpose similar thereto
- d) Claim any right, title and/or interest of whatsoever nature or kind over or in respect of any other part or portion of the Project
- e) Make any alteration or modifications in the structure without the approval of the Promoter/Transferor

II. The Allottees shall:

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- a) Carry out the terms embodied in this Deed as well as those in the Head Lease and will continue to be bound thereby
- b) Carry out, observe and fulfill all the terms and conditions while making the application for allotment, and other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Allottee/Transferee at or before the execution hereof or will be handed over to the Allottee/Transferee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the Promoter/Transferor for the beneficial use and enjoyment of the Project by all its occupiers
- c) Pay the Lease Rent to BDA in advance for the year for which the same is payable
- d) Pay any increase in the Lease Rent as and when the same is revised
- e) Pay the Maintenance Charges i.e. the charges for maintenance of the Common Portions, at such rate as may be fixed from time to time
- f) Pay, in case it delays or defaults in making payment of the Maintenance Charges hereafter called the "Allottee's/Transferee's Payables", within the stipulated time for its payment, without prejudice to other rights of the Promoter/Transferor, interest @ 18% per annum on the defaulted amount of the Allottee's/Transferee's Payables till the date of payment along with interest thereon
- g) Pay or cause to be paid all rates and taxes or imposition which are now or hereinafter payable in respect of the Apartment
- h) Pay for the supply of electricity consumed by the Allottee/Transferee at the Apartment at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or directly to the electric energy supplier, as the circumstances may require
- i) Pay for the supply of reticulated gas consumed by the Allottee/Transferee at the Apartment at such rate which may be fixed by the Promoter/Transferor or any other agency setup by the Promoter/Transferor or any agency / body directed by the Promoter/Transferor
- j) Pay or cause to be paid all rates and taxes or imposition, including Goods and Service tax and VAT, if any, payable, on the Allottee's/Transferee's Payables which are now or hereinafter in future be payable in respect thereof
- k) Use and enjoy all the Common Portions subject to such restrictions which the Promoter/Transferor or any other agency set up by the Promoter/Transferor or BDA for the purpose of management and maintenance of the Project impose in the interest of all
- l) Use the Apartment solely for residential purpose and for none other and not convert it or any part thereof into a place of public worship or for any commercial purpose of whatsoever kind
- m) Give up the Apartment on demand if it or any part thereof is at any time required by the Government for any public purpose when the Allottee/Transferee will be entitled to refund of the entire amount of compensation money paid by the Government in respect of the Apartment
- n) Permit the concerned authorities including the Promoter/Transferor, BDA and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Apartment to view its condition for all reasonable purposes
- o) Keep the Apartment reasonably clean and in habitable condition
- p) Keep the boundary wall around the Apartment in good repairs, well maintained and properly painted at all material times

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Authorised Signatory

- q) Be deemed to have undertaken that it is well aware and admits that the Common Portions including without limitation all common areas, services and facilities such as roads, water systems, drainages, garbage disposal systems, landscapes, sewerage treatment plant and sewerage system of the Project shall always remain the property of the Promoter/Transferor and though the Promoter/Transferor will be responsible for their maintenance and management, either by itself or through a management agency which may be formed for the maintenance and management of the Project, the Allottee/Transferee shall have to pay proportionate charges for such maintenance and under no circumstances will the Allottee/Transferee object to the Promoter/Transferor transferring these areas, services and/or facilities and the responsibility of the maintenance and management thereof to any agency setup by the Transferor, hereafter called the "FMC", for the purpose of management and maintenance of the Common Portions. It is clarified that the FMC shall at all time work under the guidance of the Advisory Body (a body having representatives of the Promoter/Transferor and the elected members of the Owners Association as mentioned in the Maintenance Agreement.)
- r) Allow persons without any obstruction or hindrance authorized by the Promoter/Transferor or BDA to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through or over the Apartment or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Project
- s) Have no right to interfere with in any manner, any project or activity within the Project save and except through the Advisory Body
- t) Allow the Promoter/Transferor and/or BDA to re enter and take possession of the Apartment in default of observance and performance by the Allottee/Transferee of any of the terms and conditions and covenants on its part
- u) Comply with all the terms, conditions and obligations as mentioned in the Head Lease
- v) Apply for and have the Apartment separately mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly
- w) Continue to keep deposited the amount of the 'Sinking Fund & / or Corpus Deposit &/ or other Deposits by whatever named called', if any, deposited by it with the Promoter/Transferor and deposit such further sum if so required on demand with the Promoter/Transferor or the FMC, as the case may be in consultation with the Advisory Body
- x) Comply with and abide by the rules and regulations of utilization of the Project known as the Development Control Regulation or Handbook for Renaissance as framed by the Promoter/Transferor or the FMC in consultation with the Advisory Body from time to time
- y) Execute agreements with the FMC for the upkeep of the common areas of the Project in consultation with the Advisory Body
- z) Pay monthly maintenance charges as and when requested by the FMC in consultation with the Advisory Body
- aa) Ensure and arrange at their own cost and efforts all precautionary measures like shoring, piling etc as required to protect the structure and services on the adjacent plots/properties and the common infrastructure of the Project during construction of any building/ structure, laying of services in the said plot/property or in the event of any additional construction, alteration, modification as per approved plan and complying with all statutory guidelines thereon.

48. Common Areas

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The Common Areas for the Project are as follows:

**Part I
(Tower Common Portions)**

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift, Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.

**Part-II
(Zonal Common Portions)**

1. Driveways & walk ways.
2. Central Greens, landscaped greens.
3. Underground Water Reservoir.
4. Pump Room.
5. Utility Room.(if any)
6. Borewell (if any)
7. Water Supply System.
8. DG Room/AMF panel room.
9. Electrical sub station. (if any)
10. Sewage system including pipelines/manholes.
11. Storm water drain; pipelines, inspection pits and chamber.
12. Electrical System
13. Water supply pipelines & system including but not limited to pumps/values etc.
14. Street Lights within the Zone
15. Cable Trenches
16. Entrance gate.
17. Fire fighting system including sprinkler in lobbies, corridors with other supporting equipments.

**Part-II
(Township Common Portions)**

1. 33 KV Sub Station and several distribution sub station
2. Sewerage Treatment Plant and Sewerage System
3. Water Body.
4. Green Area including landscaped and hard-scaped areas
5. Main Roads & Cluster Roads.
6. Drainage System.
7. Street Lights
8. Entrance Plaza
9. Peripheral Boundary Wall

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

SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED


Authorized Signatory

written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature

Name

Address

Please affix
Photographs
and Sign
across the
photograph

(2) Signature

Name

Address

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature

Name

Address

Please affix
Photographs
and Sign
across the
photograph

At on in the presence of:

WITNESSES

1. Signature

Name

Address

2. Signature

Name

Address

SHRACHI BUDWAN DEVELOPERS PRIVATE LIMITED

[Signature]
Authorised Signatory

SCHEDULE A

(Apartment)

ALL THAT the Apartment bearing no. having carpet area of [] square meter ([] square feet), corresponding to built-up area of [] square meter ([] square feet), corresponding to super built-up area of [] square meter ([] square feet), type, on the Floor in Tower no. along with the right to park car(s)/two-wheeler(s) in the garage/covered/open parking no. admeasuring square feet, as permissible under the applicable law and pro rata share in the common areas in the project named "Elite Homes" being constructed on the said Land and butted and bounded in the manner following:-

On the North by: _____
 On the South by: _____
 On the East by : _____
 On the West by : _____

TOGETHER WITH Right to use the Common Areas heretofore written.

SCHEDULE B
(Floor Plan of the Apartment)

SCHEDULE C
(Payment Plan)

Installment Payment Schedule

On Booking	Rs./- + Taxes
On Agreement (30 days from the date of booking)	20% of Total Price less Booking Amount + Taxes
On Completion of Foundation	15% of Total Price + Taxes
On Completion of First Floor Roof Casting	15% of Total Price + Taxes
On Completion of Third Floor Roof Casting	15% of Total Price + Taxes
On Completion of Fourth Floor Roof Casting	15% of Total Price + Taxes
On Completion of Brick Work	10% of Total Price + Taxes
On Completion of External Plaster	5% of Total Price + Taxes
On Notice of Possession	5% of Total price + 100% Other Charges & Deposits + Taxes

SCHEDULE D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Structure		RCC Framed structure
Bedrooms	Floor	Good Quality Vitrified Tiles

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Babu De
 Authorised Signatory

	Walls	POP
Living / Dining	Floor	Good Quality Vitrified Tiles
	Walls	POP
Kitchen	Floor	Good Quality joint free anti skid Ceramic Tiles
	Walls	Ceramic Tiles upto 2 ft above counter
	Counter	Granite
	Sink	Stainless Steel
Toilet	Floor	Good Quality joint free anti skid Ceramic Tiles
	Walls	Ceramic Tiles upto full height
	Door	Good Quality PVC door
	WC	Good quality EWC with concealed cistern
	Wash basin	Good quality porcelain with half pedestal
		Geyser provision for all toilets
Windows		Aluminium powder coated
Balcony	Floor	Good Quality joint free anti skid Ceramic Tiles
External finish		Weather coat paint over plaster
Electrical	Switches	Modular Switches of reputed make
	MCB	MCB of reputed make
	Wiring	Concealed copper wiring
	Telephone points	Living room & master bedroom
	TV Point	Provision in living room and Master bedroom
	Electrical points	Adequate light and fan points
	AC	AC points in living, dinning room and all the bedrooms
DG Backup		At exr
Security system		CCTV cameras at complex entry
Doors	Internal	Flush door
	Main	Laminated flush door
Common Areas	Staircase	Anti skid tiles/kota
	Lift lobby	Vitrified tiles
	Lift	From reputed makers

SCHEDULE E

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

- 1) 33 KV Sub Station and several distribution sub station
- 2) Sewerage Treatment Plant and Sewerage System
- 3) Water Body
- 4) Green Area including landscaped and hard-scaped areas
- 5) Main Roads & Cluster Roads

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 Authorised Signatory

- 6) Drainage System.
- 7) Street Lights& street naming signage
- 8) Entrance Plaza
- 9) Peripheral Boundary Wall
- 10) CCTV cameras at ground floor entrance lobby
- 11) Sprinkler system in common corridor & lobby area and Hydrant valve with hose reel & hose pipe at all floor level

SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED

Balaji De
Authorised Signatory