

floor slab with a store at ground floor level. (ii) **Block-2.** Foundation, Ground, First & Second floor slab with block work at first floor level, already constructed and residue part to be constructed as per Building Plan vide **Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the Rajpur – Sonarpur Municipality, on the said premises mentioned in **First Schedule** hereunder. It shall deem to mean and include construction of additional floors on the said premises if sanctioned by the Rajpur – Sonarpur Municipality.

- (19) **“MANAGEMENT ASSOCIATION”** shall mean the Management Company / Society / Association / Holding Organization nominated by the Developer for the following purposes:
- a. managing, maintaining, up-keeping and administration of the Complex and in particular the Common Areas and Installations of the Project and the New Buildings / Towers;
  - b. rendering services for the Common Facilities to all the Owner and/or occupiers of the New Buildings / Towers;
  - c. collection and disbursement of the Common Expenses;
  - d. regulating mutual rights, obligations and liabilities of the Owner, the Developer, the Intending Buyers and all other Owner and/or occupiers of the New Buildings / Towers / Complex on such terms and in such manner as may be decided by the Developer.
- (20) **“PROJECT”** shall mean the proposed new structures and/or buildings is being constructed in or upon the '**Said Land**' as per plan sanctioned by the concerned Municipal Authority i.e. Rajpur - Sonarpur Municipality and/or any other Appropriate Authority or Authorities and shall include residential building/s, commercial spaces, shops, office spaces, car parking spaces, etc., intended or meant for the common enjoyment of the building/s and structure/s including any other infrastructure and/or service installations for the said purpose viz., water supply system, drainage & sewerage system, lightings & street lights within the project land and also the (i) development of the Project Properties into a Complex and making the same fit for habitation, (ii) sale and transfer of all the Saleable Areas in the Complex in favour of the Intending Buyers and (iii) all acts, deeds and things to be done or cause to be done in respect thereof as per the terms of this Agreement.
- (21) **“PROJECT PROPERTIES”** shall mean **ALL THAT** piece and parcel of Bastu land measuring an area about **53 (fifty three) satak equivalent to more or less 32 (Thirty two) Cottahs 1 (one) Chittack 43 (forty three) sq.ft.** pertaining to R.S. Dag No. 563,564 & 565, corresponding L.R. Dag No. 689,690 & 691 under R.S. Khatian No.



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ADDITIONAL SECRETARY  
OF ASSURANCE, WEST BENGAL  
18 JAN 2019

231, L.R. Khatin No. 1467 (previously 1343, prior thereto 643) including the under construction Four (Ground plus Three)-storeyed building structure consists of (i) **Block-1.** Entire Foundation, Ground & First floor slab with a store at ground floor level. (ii) **Block-2.** Entire Foundation, Ground, First & Second floor slab with block work at first floor level, measuring about 25000 sq.ft. of constructed area, out of which about 10480 sq.ft. at the ground floor, about 10480 sq.ft. at the First Floor and about 4040 sq.ft. at the Second Floor and nearly 60% of the super structure work including brick work of entire First Floor (8 Flats of Block – II), Gym and Community Hall, boundary wall at the two sides of land and 3 Phase electricity meter, as already constructed and residue part to be constructed as per Building Plan vide **Plan No. 225/CB/08/24 dated 08.05.2015**, sanctioned by the Rajpur – Sonarpur Municipality, on the said premises mentioned in **First Schedule** hereunder, it shall deem to mean and include construction of additional floors on the said premises if sanctioned by the Rajpur – Sonarpur Municipality, under **Municipal Holding No. 3112, Jagannathpur (now known as Nazrul Sarani), Mission Pally Road, Kolkata - 700150**, Municipal Ward No. 8 within the limits of Rajpur – Sonarpur Municipality, Police Station – Sonarpur, within Mouza – Jagannathpur, J.L.No. 51, under A.D.S.R. - Sonarpur, District: - 24 Parganas (South), more fully described in the **First Schedule** hereunder written. The said land is clearly demarcated by the boundary wall.

- (22) **“NEW BUILDINGS/TOWERS”** shall mean the buildings/towers and other structures to be constructed by the Developer at the Project Properties as per the Plans and the Sanctions & Permissions in terms of this Agreement.
- (23) **“COMPLEX”** shall mean the Project Properties with the New Buildings /Towers and all other constructions made on the Project Properties in terms of this Agreement.
- (24) **“SALEABLE AREAS”** shall include Units (being flats, apartments, shops and other constructed spaces including commercial and/or semi-commercial spaces), covered parking spaces, open parking spaces, two wheeler parking spaces, terraces attached to Units and other areas at the Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right or other right/privilege at the Complex capable of being commercially exploited or transferred for valuable consideration.
- (25) **“INTENDING BUYERS”** shall include the persons desirous of owning or acquiring the Saleable Areas from the Parties hereto.





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ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
18 JAN 2019

- (26) **“COMMON AREAS AND INSTALLATIONS”** shall mean and include the areas, installations and facilities as be expressed or intended by the Developer for use and enjoyment of all Owner and/or occupiers of the New Buildings / Towers / Complex jointly and in such manner and to such extent as the Developer may deem fit and proper and shall include rendering of common services by the Management Association to all the Owner and/or occupiers of the New Buildings / Towers / Complex. It being clarified that it shall be within the rights of the Developer to include or exclude any part of the Complex so as to form part of or not to form part of the Common Areas and Installations as permissible under the Applicable Laws.
- (27) **“COMMON FACILITIES”** shall mean and include all the common facilities installed and/or built by the Developer within the New Buildings / Towers / Complex for beneficial use and enjoyment in common of all the Owner / occupiers of the Units / Saleable Areas.
- (28) **“COMMON PURPOSES”** shall mean and include the following purposes:
- a. managing, maintaining, up-keeping and administration of the Complex and in particular the Common Areas and Installations of the Project and the New Buildings / Towers;
  - b. rendering services for the Common Facilities to all the Owner and/or occupiers of the New Buildings / Towers;
  - c. collection and disbursement of the Common Expenses;
  - d. regulating mutual rights, obligations and liabilities of the Owner, the Developer, the Intending Buyers and all other Owner and/or occupiers of the New Buildings / Towers on such terms and in such manner as may be decided by the Developer.
- (29) **“COMMON EXPENSES”** shall mean and include all fees, costs, charges and expenses to be incurred for the Common Purposes.
- (30) **“COMPLETION”** in respect of the Project, shall mean the completion of the planning, design, permitting, grant of approvals, construction and development of the Project and as evidenced by the certificate to be issued by the Architect of the Project certifying that the Units / New Buildings / Towers are constructed in accordance with the sanctioned Plan and the Specifications contained in this Agreement pending issuance of the completion / occupancy certificate by the appropriate statutory authority with respect to the Project;
- (31) **“EFFECTIVE DATE”** shall have the meaning ascribed to it in Article-I
- (32) **“ENCUMBRANCE” OR “ENCUMBERED”** shall mean any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking,



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ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
18 JAN 2019



right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership and/or possession of the Project.

- (33) **"SANCTIONS AND PERMISSIONS"** shall mean any approvals, authorizations, permissions, no objection certificates, clearances, permit, sanctions, licenses, etc., in any form whatsoever, obtained now or anytime in future irrespective of its nomenclature required under any Applicable Law from any appropriate authority/authorities, including the permissions from the appropriate authority for the Plan, conversion of land under the State Laws, construction, development, ownership, management, operation, implementation and Completion and disposal of the Project, including any completion / occupancy certificate.
- (34) **"UNIT(S)"** shall mean the self-contained units or bare units, constructed spaces or such other permitted spaces as per Sanctions and Permissions and car parking spaces in the Project to be constructed/developed by the Developer.
- (35) **"REALIZATIONS"** shall mean the sale proceeds, consideration, advances and other incomings received from the sale of the Saleable Areas or any part thereof or in any way relating to the Complex or collections from any unsold Unit/s which is operated directly by the Developer, other than the Extras and Deposits as mentioned hereunder.
- (36) **"PROJECT BANK ACCOUNT (S)"** shall mean the bank account to be opened and constituted for all Realizations relating to the Project as mentioned hereunder including an "ESCROW ACCOUNT" which may be required to be maintained under Applicable Laws for retaining any specified percentage of amount realised and/or "SEPARATE ACCOUNT", as per the provision of the **West Bengal Housing Industry Regulation Act, 2017 (HIRA) and Rules framed thereunder** and/or any bank account to be opened in terms of this agreement.
- (37) **"MARKETING EXPENSES"** shall mean the amount for the expenses to be incurred towards brokerages and commission of marketing agents (at actual amounts) and shall exclude any marketing fees payable to consultants and/or other normal expenses incurred towards advertisement, promotion and publicity etc. of the Project.
- (38) **"REVENUE/CONSIDERATION MONEY"** shall mean the Realizations made from the Project after sell of saleable area