

## AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 20\_\_\_\_.

### By and Between

**LOUDEN DEVELOPERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act having its Registered Office at Mansarowar, 3B Camac Street, Kolkata-700016 Police Station – Shakespeare Sarani having PAN AAFFL3769G, represented by its Authorized Representative Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide 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);

AND

### **[If the Allottee is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

### **[If the Allottee is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

### **[If the Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

*(Please insert details of other allottee(s) in case of more than one allottee)*

**AND**

**RUTT DEEN PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having its Registered Office at 21B, Dr. U.N. Brahmachari Street, Kolkata – 700016, Police Station – Park Street having PAN: AABCR2664P represented by its Authorized Representative \_\_\_\_\_; hereinafter referred to as the "**First Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns);

**AND**

(1) **CHEKSONS BROKING COMPANY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 224A, AJC Bose Road, Kolkata – 700017, Police Station - Karaya having PAN AABCC2135J represented by its Authorized Representative \_\_\_\_\_ and (2) **TECHMART BROKING COMPANY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 224A, AJC Bose Road, Kolkata – 700017, Police Station - Karaya having PAN AACT9641D represented by its Authorized Representative \_\_\_\_\_; hereinafter referred to as the "**Second Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns); The First Owner and the Second Owners are jointly referred to as "**the Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns)

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 Ben. 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 are the full and lawful owners of land admeasuring 42 Cottahs more or less situate lying at and being Premises No. 21 B, Dr. U.N. Bramachari Street {formerly premises No. 21A and 21B and theretofore 21 Dr. U.N. Bramachari Street ( previously known as Loudon Street)} under Police Station Park Street in Ward No. 63 of the Kolkata Municipal Corporation described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the promoter have entered into a joint development agreement dated 18<sup>th</sup> July 2014 between the First Vendor and the Second Vendors and the Developer and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I Volume No. 64 Pages 2463 to 2506 Being No. 13070 for the year 2014.
- B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Loudon Star**("Project").
- C. 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.
- D. Notice of commencement under the Kolkata Municipal Corporation Building Rules 2009 was submitted vide letter dated \_\_\_\_\_ by Architect of the Project intimating the date of commencement as \_\_\_\_\_
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- G. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("Building") along with \_\_\_\_\_ number parking 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);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
  - I. The Land and Building are subject matter of mortgage and charge with Yes Bank (“**Existing Mortgage**”) and this Agreement is entered pursuant to Provisional No Objection Certificate dated \_\_\_\_\_. The Second Owners have already received the entire consideration receivable by them in respect of their share in the Land and nothing is due or payable to them. The other additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
  - J. 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.
  - K. 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;
  - L. 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 para G.
- III 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 para G.
- 1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only and Taxes of Rs. \_\_\_\_\_ (“**Total Price**”) (Give break up and description):

Block/Building/Tower No. _____	Rate of Apartment per square feet. *
Apartment No. _____ Type _____ Floor _____	

Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Parking -1	
Parking – 2	
Consolidated Price (in rupees) without Taxes	
Other Charges	As per Schedule
Taxes	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
Total Price in Rupees	Sumtotal of Consolidated Price, Taxes

\* Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc. if/as applicable.

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter and the First Owner 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 and the First Owners 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;

- (iii) The Promoter for itself and on behalf of the First Owner 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 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 @ \_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 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 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 \_\_\_% of the area specified herein, then the Promoter and the First Owner 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 \_\_\_\_\_ parking 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 infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Designated Apartment to the Allottee, which it has until then collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages as per the Existing Mortgage 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 outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon as per the Existing Mortgage before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 Apartment until or at the time of agreement the receipt of which the Promoter and the First Owner 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 \_\_\_\_\_ payable at \_\_\_\_\_. The First Owner 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 Kolkata Municipal Corporation Building Rules 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 DESIGNATED APARTMENT:**

### **7.1 Schedule for possession of the said 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 upto \_\_\_\_\_ 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 ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 and the First Owner shall refund to the Allottee the entire amount received by the Promoter and the First Owner 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 the Owners and that the Promoter and the Owners 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 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 and the First Owner to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter and the First Vendor 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 and the First Owner 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) Except for the Existing Mortgage, 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 Owners/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 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 and the First Owner 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 and the First Owner 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 and the First Vendor 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 and No Objection Certificate against the Existing Mortgage, 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 \* 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 Owners and 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 by the Allottee within a period of 5 (five) years from the date of Completion certificate, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

**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 Loudon Star 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 equipments 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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 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 \_\_\_\_\_ [Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in \_\_\_\_\_

**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, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ 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 Sub-Registrar at \_\_\_\_\_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_

**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 :

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

**LOUDEN DEVELOPERS LLP** -Promoter Name

Mansarowar, 3B Camac Street, Kolkata-700016 (Promoter Address)

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. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES :

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A'

- PLEASE INSERT DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_ Square feet more or less alongwith balcony with a carpet area of \_\_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_ Square feet more or less on the \_\_ floor of the Tower \_\_ of the Project at the said Land.

2 **PARKING:** \_\_\_\_\_

2.1 **OPEN TERRACE:** \_\_\_\_\_

3 **SAID LAND:**

3.1 **ALL THAT** land with buildings structures and premises containing a land area of 42 Cottahs more or less situate lying at and being Premises No. 21 B, Dr. U.N. Brahmachari Street {formerly premises No. 21A and 21B and theretofore 21 Dr. U.N. Brahmachari Street ( previously known as Loudon Street)} under Police Station Park Street in Ward No. 63 of the Kolkata Municipal Corporation and butted and bounded as follows:-

On the North: By Partly by Premises No. 22, Dr. U.N. Brahmachari Street and partly by Premises No. 42 Park Street;

On the South: By Premises No. 20, Dr. U.N. Brahmachari Street; ;

On the East: By Premises Nos. 44 and 46 Park Street;

On the West: By Municipal Road Dr. U.N. Brahmachari Street (Loudon Street), Kolkata.

3.1.1 **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was called known numbered described or distinguished.

## SCHEDULE A-1

### CHAIN OF TITLE:

- A. One said Saiden Nessa Haque, Lutfun Nessa Haque, Jaharatun Nessa Zilani, Motiun Nessa Haque and Mohammed Rezaul Haque were fully seized and possessed of and well and sufficiently entitled to ALL THAT the said Land which was then known as 21 Loudon Street, Kolkata 700016.
- B. By an Indenture of Conveyance dated 7th February 1961 and registered with Registrar of Assurances, Calcutta in Book I Volume No. 30 Pages 108 to 115 Being No. 590 for the year 1961, the said Saiden Nessa Haque, Lutfun Nessa Haque, Jaharatun Nessa Zilani, Motiun Nessa Haque and Mohammed Rezaul Haque for a consideration therein mentioned sold transferred and conveyed unto and to one Homi Navrioji Gorabhai (Medhora) 16 cottahs of land more or less situate lying at and being the divided and demarcated South-western portion of the said Land which was later separately assessed and numbered as premises No. 21A Loudon Street (hereinafter referred to as "the said Land No. 21A").
- C. By the following three Deed of Gifts all registered with Registrar of Assurances, Calcutta the said Homi Navrioji Gorabhai (Medhora) from time to time conveyed and transferred, by way of gift, to his nephew Sarosh Dali Bhesania a portion measuring 9 cottahs more or less out of and from the said Land No. 21A, absolutely and forever:

Sl.No.	Date of Gift Deed	Registration Particulars	Subject Area
1	21st March 1968	Book- I Volume No. 117 Pages 130 to 135 Being No. 3128 for the year 1968	3 Cottahs
2	15th September 1969	Book- I Volume No. 142 Pages 53 to 59 Being No. 4319 for the year 1969	3 Cottahs
3	23rd March 1971	Book I volume 69 in pages 167 to 172 Being no 1029 for the year 1971	3 Cottahs

- D. Thus the said Sarosh Dali Bhesania became owner of portion measuring 9 cottahs more or less hereinafter referred to as "the 9 Cottah of 21A" and the said Homi Navrioji Gorabhai (Medhora) continued to remain the owner of 7 Cottahs more or less comprising the said Land No. 21A hereinafter referred to as "the 7 Cottah of 21A" .
- E. The subsequent facts about the devolution of title in respect of the said 9 Cottahs of 21A is as follows:

- i. The said Sarosh Dali Bhesania, a Parsi, died intestate on 19th August 1989 as a bachelor leaving him surviving his father namely Dali Ruttonji Bhesania and mother namely Dina Dali Bhesania as his only heirs and legal representatives who both inherited and became entitled to the entire portion measuring 9 Cottahs of 21A Premises.
  - ii. The said Dali Ruttonji Bhesania, a Parsi, died intestate on 1st September 2000 leaving him surviving his wife Dina Dali Behsania and his daughter namely Zarin Sarosh Tangri as his only heirs and legal representatives, who both upon his death inherited and became entitled to his entire two-third share in the said 9 Cottahs of 21A.
- F. The subsequent facts about the devolution of title in respect of the said 7 Cottahs of 21A is as follows:
- i. The said Homi Navroji Gorabhai (Medhora), a Parsi, died intestate on 1st August 1979 leaving him surviving his wife namely Veera Homi Medhora, three sisters namely Dina Dali Bhesania, Bachi R Lilaoowala and Najoo Homi Kapaitia and three brothers namely Dinshaw Navrojee Medhora, Erach Navrojee Medhora and Jal Navrojee Medhora as his only heirs and legal representatives, who all upon his death inherited and became entitled to his entire portion measuring 7 cottahs of 21A.
  - ii. The said Jal Navrojee Medhora, a Parsi, died intestate on 14th February 1996 leaving him surviving his wife namely Arni Jal Medhora, his son namely Jimmy Jal Medhora and his daughter namely Aban Cyrus Confectioner as his only heirs and legal representatives, who both inherited and became entitled to his entire share in the said 7 cottahs of 21A.
  - iii. The said Najoo Homi Kapaitia, a Parsi, died intestate on 14th March 1996 leaving her surviving her son namely Aspi Homi Kapadia Bhesania and her daughter namely Jeroo Vandrewala as her only heirs and legal representatives who both upon her death inherited and became entitled to the entire share of the said Najoo Homi Kapaitia in the said 7 Cottahs of 21A.
  - iv. The said Dinshaw Navrojee Medhora, a Parsi, died intestate on 1st June 2002 leaving him surviving his wife namely Dhum Dinshaw Medhora, his son namely Neville Dinshaw Medhora and his two daughters namely Soona Dhankani and Nilloufer Sanjay Prakash as his only heirs and legal representatives, who all upon his death inherited and became entitled to his entire share in the said 7 Cottahs of 21A.
  - v. The said Erach Navrojee Medhora, a Parsi, died intestate on 21st June 2003 leaving him surviving his wife namely Dinoo Erach Medhora and his son namely Ashtad Erach Medhora as his only heirs and legal representatives who both upon his death inherited and became entitled to his entire share in the said 7 Cottahs of 21A.
- G. By Indenture of Conveyance dated 19th May 2006 and registered with Additional Registrar of Assurances-II in Book I Volume 1 Pages 1 to 25 Being No 7361 for the year 2006, the said Dina Dali Behsania and Zarin Sarosh Tangri as the First Vendors therein and the said Veera Homi Medhora, Dina Dali Bhesania, Bachi R Lilaoowala, Aspi Homi Kapadia Bhesania, Jeroo Vandrewala, Dhun Dinshaw Medhora, Neville Dinshaw Medhora, Soona Dhankani, Nilloufer Sanjay Prakash, Ashtad Erach Medhora, Dinoo Erach Medhora, Arni Jal Medhora, Jimmy Jal Medhora, Aban Cyrus Confectioner as the Second Vendors therein, for a consideration therein Mentioned

sold transferred and conveyed unto and to Cheksons Broking Company Private Limited and Techmart Broking Company Private Limited the said Land No. 21A.

- H. By an Indenture of Conveyance dated 7th February 1961 and registered with the Registrar of Assurances Calcutta in Book I Volume No.30 Pages 100 to 107 Being No. 589 for the year 1961 the said Saiden Nessa Haque, Lutfun Nessa Haque, Jaharatun Nessa Zilani, Motiun Nessa Haque, Mohammed Rezaul Haque, for the consideration therein mentioned sold conveyed and transferred unto and to one Hirjoo Ruttonji Bhesania a divided and demarcated portion measuring 26 cottahs more or less situate lying at and being the divided and demarcated North-Eastern portion of the said Land which was subsequently assessed separately and numbered as Premises No 21B Loudon Street and hereinafter referred to as "the said Land No. 21B".
- I. By an Indenture of Lease dated 21st March 1964 and registered with the Additional Registrar of Assurances Calcutta in Book I Volume No. 105 Pages 20 to 40 Being No. 2731 for the year 1964 the said Hirjoo Ruttonji Bhesania leased out to one Olympia Caterers Private Limited, a divided and demarcated portion measuring 10 cottahs out of and from the said Land No.21B for the term and on terms and conditions therein contained.
- J. By an Indenture of Conveyance dated 3rd June 1982 and registered with Registrar of Assurances Calcutta in book I Volume 185 pages 139 to 150 being No 4593 for the year 1982 the said Hirjoo Bhesania for the consideration therein mentioned sold transferred and conveyed unto and to Rutt Deen Private Limited a divided and demarcated portion measuring 16 cottahs out of and from the said Land No.21B.
- K. The said Hirjoo Ruttonji Bhesania, a parsi, died on 15th January 2006 after publishing his last Will and Testament dated 16th February 2005 whereby and whereunder he appointed Daulat Bodhanwala and Zarin Sarosh Tangri as Executors to the said Will and, inter alia, gave devised and bequeathed his entire remaining portion measuring 10 Cottahs in the said Land No. 21B to the said Zarin Santosh Tangri and Daulat Bodhanwala. Subsequently the Probate of the said Will dated 16th February, 2005 was granted to the said Daulat Bodhanwala and Zarin Sarosh Tangri by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction in P.L.A. No. 186 of 2006 and by their acts they assented to the bequest made as aforesaid and the said Daulat Bodhanwala and Zarin Sarosh Tangri became absolute owners of the said portion measuring 10 cottahs in the said Land No. 21B.
- L. By an Indenture of Conveyance dated 19th January 2007 and registered with the Additional Registrar of Assurance-II in Book I Volume No.1 Pages 1 to 24 Being No. 525 for the year 2007, the said Daulat Bodhanwala and Zarin Sarosh Tangri for the consideration therein mentioned sold transferred and conveyed unto and to Rutt Deen Private Limited their said entire portion measuring 10 Cottahs in the said Land No. 21B and the said Cheksons Broking Company Private Limited and Techmart Broking Company Private Limited concurred and confirmed the sale and the said Olympia Caterers Private Limited also surrendered and released its lease in respect of the same.
- M. Thus the said Rutt Deen Private Limited became the owner of the said Land no 21B and Cheksons Broking Company Private Limited and Techmart Broking Company Private Limited became the owner of the said Land No. 21A.
- N. By a Deed of Exchange dated 22nd September 2007 and registered with Additional Registrar of Assurances-II in Book I Volume 1 No. 1 Pages 1 to 9 Being No. 8606 for the year 2007 the said Cheksons Broking Company Private Limited and Techmart Broking Company Private Limited conveyed to the said Rutt Deen Private Limited



undivided 1.625 % share in and out of Premises No. 21A and in exchange thereof the said Rutt Deen Private Limited conveyed to the said Cheksons Broking Company Private Limited and Techmart Broking Company Private Limited, undivided 1% share in and out of the Premises No. 21B.

- O. The said Land No. 21A and the said Land No. 21B were subsequently amalgamated and numbered as premises No. 21B Dr. U. N. Brahmachari Sarani by the Kolkata Municipal Corporation and the names of the First Owner and the Second Owners were mutated in respect thereof.
- P. By an Agreement for sale dated 5<sup>th</sup> May, 2015, the Second Owners agreed to sell and transfer their respective share and all right title and interest in the 16 Cottahs of land out of the said Land owned by them together with all rights interests benefits (including benefits of contracts) in respect of, under, pursuant to arising out of the said Development Agreement but subject to the Mortgage of YBL and subject to YBL according its consent for such sale and at the consideration and on the terms and conditions therein contained. The Owner has paid to the Second Owners the entire consideration payable to them.
- Q. By a letter dated 6<sup>th</sup> June 2015, YBL consented to the sale of the said 16 Cottahs land by the Second Owners to the Owner on the terms and conditions contained therein. Consequent to the payment of the entire consideration payable to them under the said Agreement for Sale dated 5<sup>th</sup> May, 2015, the Owner hereto has, inter alia, become entitled to the entire Owner's Allocation and to receive the entire consideration receivable by the First Owner and the Second Owners under and pursuant to the Development Agreement and to all benefits and obligations of the First Owner and the Second Owners under or arising from the Development Agreement.
- R. The First Owner and the Second Owners in common decided to carry out integrated development of the said Land through a specialist real estate developer and pursuant to the said decision the First Owner and the Second Owners provided the said Land exclusively for the purpose of the development project and appointed the Promoter therefor and granted to the Promoter the exclusive and irrevocable rights and authority to develop or cause to be developed the said Land into the Project and also granted exclusive and irrevocable rights and authority to the Promoter to sell or otherwise transfer the Project and all transferable areas and the Promoter agreed to accept the same at and for the mutual considerations and on the terms and conditions contained in the Development Agreement.
- S. The First Owner and the Second Owners appointed the Promoter as the Promoter of the said Land for causing the development and administration of the Project at the said Land by making all necessary additions, alterations, constructions and/or reconstruction in respect of the existing building at the said Land and/or constructing said Buildings or blocks at the said Land and with powers and entitlement to sell or otherwise transfer the entire transferable areas in the Project {except any separately allocable area (as defined in the Development Agreement) allocated to the First Owner and the Second Owners in terms of the Development Agreement} and the First Owner and the Second Owners and the Promoter would each be entitled to a specified percentage of the proceeds of sale or otherwise transfer of the transferable areas in the Project to interested buyers and in the unsold areas remaining upon construction and on the terms and conditions contained in the Development Agreement.
- T. Under and in terms of the Development Agreement, it has, inter alia been agreed by and between the First Owner and the Second Owners as follows:-

- i. the Promoter would have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Project at the said Land and (b) to sell or otherwise transfer and administer the entire Project and all Transferable Areas therein as morefully contained herein and (c) to the Promoter's Lot and (d) entirety of the Other Charges and Deposits and (e) all other properties benefits and rights hereby agreed to be granted to the Promoter or to which the Promoter became entitled thereunder and the First Owner and the Second Owners would be entitled (a) to the Owner's Lot and (b) all other properties benefits and rights hereby agreed to be granted to the First Owner and the Second Owners or to which the First Owner and the Second Owners became entitled thereunder;
  - ii. that all proceeds for sale and otherwise transfer of the Units, Parking Spaces and any other transferable areas in the Project shall be shared by the First Owner and the Second Owners and the Promoter in the agreed ratio as morefully defined and described therein. Such ratio was 65% belonging to the First Owner and the Second Owners and 35% belonging to the Promoter.
  - iii. The First Owner and the Second Owners would complete the sale and transfer of the proportionate shares in land as attributable to the concerned Unit together with all their right, title and interest therein in favour of the buyer thereof upon construction of the same or at such other time as the Promoter may require and the consideration for the same shall be the sale proceeds forming part of the Owner's Lot and construction cost of any separately allocable areas (as defined in the Development Agreement) of the First Owner and the Second Owners in terms of the Development Agreement.
  - iv. That the First Owner and the Second Owners shall use the share of the proceeds, amongst others, for repayment of dues under the specified facilities availed from Yes Bank Limited (**YBL**) and to clear the dues of Yes Bank Limited and the specified mortgages and charges created in favour of Yes Bank Limited by the First Owner and the Second Owners by depositing the title deeds in respect of the said Land to secure the specified facilities.
  - v. The First Owner and the Second Owners shall secure no objection certificate from Yes Bank Limited in respect of transfer of any Unit and/or appurtenance specifying the apportioned dues pertaining to such Unit and also secure from the said Bank the Consent of the said Bank upon payment of such apportioned dues.
- U. The First Owner and the Second Owners also executed a Power of Attorney dated 7<sup>th</sup> July 2015 in favour of the Promoter which was registered with the Additional Registrar of Assurances- III Kolkata in Book IV Volume 1903-2015 Pages 13936 to 13965 Being No. 190303637 for the year 2015 giving powers and authorities in connection with the development and transfer and others as morefully contained therein.
- V. The said Land is mutated in the names of the First Owner and the Second Owners in the records of the Kolkata Municipal Corporation.
- W. By an Agreement for sale dated 5<sup>th</sup> May, 2015, the Second Owners agreed to sell and transfer their respective share and all right title and interest in the 16 Cottahs of land out of the said Land owned by them together with all rights interests benefits (including benefits of contracts) in respect of, under, pursuant to arising out of the said Development Agreement but subject to the Mortgage of YBL and subject to YBL according its consent for such sale and at the consideration and on the terms and

conditions therein contained. The First Owner has paid to the Second Owners the entire consideration payable to them.

- X. By a letter dated 6<sup>th</sup> June 2015, YBL consented to the sale of the said 16 Cottahs land by the Second Owners to the First Owner on the terms and conditions contained therein. Consequent to the payment of the entire consideration payable to them under the said Agreement for Sale dated 5<sup>th</sup> May, 2015, the First Owner hereto has, inter alia, become entitled to the entire Owner's Allocation and to receive the entire consideration receivable by the First Owner and the Second Owners under and pursuant to the Development Agreement and to all benefits and obligations of the First Owner and the Second Owners under or arising from the Development Agreement.

## 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. **"sanctioned plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. 2015070096 dated 15.10.2015 and include additions/alterations made thereto subject to compliance of the Act.
  - d. **"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.
  - e. **"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.
  - f. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - g. **"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
  - h. **"Existing Mortgage"** shall mean the mortgage as per details mentioned in Annexure \_\_ hereto.
  - i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

2. The First Owner has already secured the Provisional No Objection Certificate from Yes Bank Limited in respect of this agreement bearing Ref No. \_\_\_\_ dated \_\_\_\_\_ specifying an apportioned sum of Rs. \_\_\_\_\_ as against the sale of the Designated Apartment and Appurtenances.
3. The completion of sale of the Designated Apartment shall be in a state free from encumbrance created or made by the First Owner or the Promoter and the First Owner shall be liable to clear any mortgage or charge affecting the same before the date of completion of sale of the Designated Apartment in favour of the Allottee in terms hereof and in case the Promoter creates any mortgage or charge affecting the Designated Apartment, the Promoter shall be liable to clear the same before the date of completion of sale of the Designated Apartment in favour of the Allottee in terms hereof.
4. The First Owner shall be free to complete the purchase of the portion of the Second Owners from them at any time hereafter Provided That in case the First Owner does not complete such purchase before the completion of sale of the Designated Apartment to the Allottee hereto then the Second Owners shall also join as parties to the Sale Deed/s to be executed in favour of the Allottee.
5. The Allottee shall draw the cheques/instruments for the Total Price mentioned in para 1.2 of the Agreement payable by the Allottee in the escrow a/c no. 019080200000304\_in the name of Louden Developers LLP\_ maintained with Yes Bank Limited.. Any direct deposit of consideration by RTGS/NEFT or online transfer by the Allottee shall be made in the said Escrow Account. The First Owner and the Promoter shall jointly instruct the said escrow bank for utilization of the proceeds as per the understanding and subject to the provisions of the Act, to which the Allottee shall have no concern. The payments of Other Charges and Deposits shall be directly and in its entirety to the Promoter in such names as the Promoter may prescribe.
6. The Allottee shall make payment of the Consideration, Other Charges and Deposits and all other amounts payable to the First Owner and/or the Promoter hereunder as the case may be against proper receipts by the Promoter on behalf of itself and/or the First Owner and the Allottee shall not be entitled to agree nor to set up any oral evidence regarding any payment by the Allottee.
7. The Tax Deductible at Source under the Income Tax Laws shall be deducted by the Allottee on the consideration payable to the First Owner and 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 First Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
8. Subject to the Allottee not committing any default in observance of the House Rules, the Allottee shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common with the Promoter and the First Owner and other persons permitted by the Promoter and the First Owner and subject to the terms and conditions contained herein.
9. The Allottee hereby agrees and binds himself to pay the Taxes and Outgoings and to observe fulfill and perform the Rules and Regulations with any modifications and

alterations thereof as may be considered necessary by the Promoter from time to time for the proper administration of the Common Areas and the Project.

10. There may be certain Common Areas or Installations exclusive to one or more Unit Holders which the Promoter may identify or earmark and to that the Allottee shall not have or raise any objection, dispute or claim whatsoever. The expenses in respect of the different Common Areas may be charged separately from them or be made part of Common Expenses of the Project as a whole in such manner and on such terms and conditions as the Promoter, in its sole discretion, may deem fit and proper.
11. The Promoter shall be free to designate specific areas and installations for use by Unit Holders or any one or more of them or exclusive to any Unit or category of Units or owners/occupiers thereof as the Promoter may deem fit and proper.
12. Save those expressed or intended by the Promoter to form part of the Common Areas from time to time, 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 owner or occupier of the Project. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
13. 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 Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
14. 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.
15. Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=
  - 15.1. For electric connection to the said Building for the payment made to CESC Limited for providing HT/LT line, Transformer, Electric Sub-Station, LT Panel, Capacitor Bank, expenses for cabling, ancillary equipment being a sum of Rs. \_\_\_\_\_.
  - 15.2. One-time payment of the costs, charges and expenses for Generator being a sum of Rs. \_\_\_\_\_.
  - 15.3. Documentation charges being a sum of Rs. \_\_\_\_\_ out of which 50% shall be paid simultaneously with the execution hereof
  - 15.4. Goods and Service Tax on the above amounts.
16. Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:

- 16.1.1 Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
- 16.2. The Allottee shall deposit and/or keep deposited with the Promoter/Maintenance In-charge a sum of Rs. \_\_\_\_\_ towards Deposit, free of interest, to remain in deposit with the Promoter to meet therefrom, in the event of default by the Allottee, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Apartment.
- 16.3. The Allottee shall pay to the Promoter a non refundable deposit of Rs. \_\_\_\_\_ towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas.
- 16.4. The Deposits paid to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- 16.5. The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 17.** 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).
- 18.** 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.
- 19.** The Owner/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 favour of the Association, to which the Allottee hereby agrees.
- 20.** The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
- 21.** The Allottee shall not be entitled to alienate and/or transfer their right or benefit under this Agreement in respect of the Designated Apartment until full payment of all installments of the entire consideration and other amounts payable by the Allottee hereunder save and except in deserving case, solely at the discretion of the

Promoter. In case the Allottee desires to transfer the Designated Apartment, the Allottee shall send a request in writing therefor to the Promoter and if the Promoter find the request deserving of permission and subject to there being no delay or default in payment of the consideration hereunder on the material date or in compliance of the obligations of the Allottee hereunder, the Allottee may be permitted to transfer and/or nominate another person to the Promoter. For any such transfer, the Allottee shall be liable to pay an additional sum of Rs.400/- (Rupees four hundred only) per Square feet of the built-up area of the Designated Apartment to the First Owner and the Promoter in advance and in the proportion of 65% to the First Owner and 35% to the Promoter. Upon acceptance of nomination, the new Allottee shall be similarly bound by this clause as the substituted Allottee of the Designated Apartment. Any Income Tax (except on the said sum of Rs. 400/- (Rupees four hundred only) per Square foot of the built-up area in respect of the Designated Apartment paid to the First Owner 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 First Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the First Owner or the Promoter or to which the First Owner or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the First Owner and/or the Promoter as the case may be and the Promoter may not give any consent to any such nomination or transfer without such payment. The Allottee shall not be entitled to let out, assign, transfer or part with possession of the Designated Apartment until all the charges outgoings dues payable by the Allottee to the Promoter or the First Owner or the Maintenance In-charge in respect of the Designated Apartment are fully paid up.

22. The Allottee has been fully made aware that the said Building shall be an Indian Green Building Council (**IGBC**) Certified Green Building and the first time fees, costs and expenses will be borne and paid by the Promoter. All fees, costs and expenses for the renewal of the certification and for maintenance management upkeep of the machinery and equipments installed at the said Building as per the IGBC Norms and/or the relevant authorities shall form part of the Common Expenses and the Allottee shall be liable to pay the proportionate share thereof as part of the maintenance charges or separately as the Maintenance In-charge may demand the same.
23. The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Unit Holders or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Unit Holders who take parking facility in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the allottee Unit Holders shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
24. In case the Allottee taking parking space in the Mechanical Parking System, the Allottee's proportionate share in the expenses and outgoings relating to the



Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Allottee may bear to the total number of parking spaces in the Mechanical Parking System. The Allottee's proportionate share in several matters referred to herein shall be the proportion in which the built-up area of the Designated Apartment may bear to the built-up area of all the Units in the Project. It is clarified that while determining the proportionate share of the Allottee in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Allottee.

25. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the First Owner 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.
26. **AREA CALCULATION:**
  - 26.1. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable 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.
  - 26.2. **Carpet area of Servant Quarter:** The carpet area of the Servant Quarter, if appurtenant to any Unit, shall be the net usable area of such Servant Quarter excluding the area covered by the external walls thereof.
  - 26.3. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
  - 26.4. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
  - 26.5. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Servant Quarter (if any appurtenant thereto) and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony/Servant Quarter and any other Unit/Balcony/Servant Quarter and the area covered by all other external walls of the such Unit/Balcony/Servant Quarter.
  - 26.6. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
  - 26.7. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.
27. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration 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

- 28.** Unless changed by the Promoter, Messrs. Shelter, Consultants for Human Settlement, 5<sup>th</sup> floor, Sriniketan Building, 28/3A Convent Road, Kolkata-700014 shall be the Architects for the Project.
- 29.** The Project shall bear the name "**Loudon Star**" in the design created by the Promoter or such other name or design as be decided by the Promoter from time to time.

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

## **SCHEDULE 'C' - PAYMENT PLAN**

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

10% or equivalent to Rs ..... only as booking money only at or before the execution hereof;

10% or equivalent to Rs ..... only within 7 days of completion of foundation.

10% or equivalent to Rs ..... only within 7 days of 2nd floor roof casting.

15% or equivalent to Rs ..... only within 7 days of 5th floor roof casting

15% or equivalent to Rs ..... only within 7 days of 9th floor roof casting.

10% or equivalent to Rs ..... only within 7 days of 13th floor roof casting.

10% or equivalent to Rs ..... only within 7 days of 18th floor roof casting .

10% or equivalent to Rs ..... only within 7 days of brickwork of the Designated Unit.

10% or equivalent to Rs ..... being the balance consideration within 30 days of receiving intimation of construction of the Designated Apartment from the Promoter

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).**

**A. UNIT:**

- i. Flooring : Italian marble in all bedrooms, living and dining space room and anti-skid vitrified tiles in toilets;
- ii. Internal Wall : Conventional brickwork with cement putty;
- iii. Bathrooms : Ceramic Wall tiles on walls up to door height, marble/ granite counter top for wash basin, CP fittings and sanitary ware of TOTO/ Duravit or equivalent range, and provision for hot and cold water line;
- iv. Doors : Main - Wooden panel polished with brass decorative handles and night latch of Godrej or equivalent or eye piece;
- v. Internal - Polished solid core flushed panels, filled with handles, door stoppers etc.;
- vi. Flush Door in toilets;
- vii. Windows : UPVC openable or sliding with glass panes;
- viii. Electrical : PVC conduit pipe, concealed copper wiring of Havell's or equivalent with central MCB/RCB of repute brand;
- ix. AC points in living, dining and all bedrooms;
- x. Pre-fitted ledge for fitting VRV AC units for maintaining elevation ethics; cable TV and Telephone points in living, dining and bedrooms;
- xi. Modular switches of repute high end brands (Schneider or equivalent)
- xii. Video door Phone.
- xiii. Power back-up : 100% power back-up load (at extra cost).

**SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).**

**1. AMENITIES, FACILITIES:**

A. Common Areas at the Project:

- 1.1.1 Two staircases, landings, entrance lobby and stair-cover on the ultimate roof.
- 1.1.2 Concealed electrical wiring and fittings and fixtures for lighting the staircases, landings and lobbies, air-conditioned main entrance lobby on ground floor and other Common Areas.
- 1.1.3 Two high speed automatic lifts (of minimum 10 passengers each) and One Stretcher lift (of 1000 Kgs) all of Mitsubishi or equivalent make.
- 1.1.4 Transformer, sub-station and spaces required therefor, Electrical installations with main switch and meter room.
- 1.1.5 Municipal Water supply.
- 1.1.6 Deep tube-well.
- 1.1.7 Underground water reservoir and water pump and water distribution pipes to the overhead water tank and from overhead water tank connecting to different Units and Common Areas.
- 1.1.8 Water waste and sewerage evacuation pipes from the Units to the STP of the building and from STP to the municipal drain.
- 1.1.9 Acoustic DG Set and space for installation of the same having capacity of full power back up to run lifts, pumps and for common lighting.
- 1.1.10 Driveways.
- 1.1.11 Ramps to and from the Basement.
- 1.1.12 Fire fighting system with sprinklers, alarms and smoke detectors and reservoir and fire pump room.
- 1.1.13 Sludge pump and connections and space therefor.
- 1.1.14 Building Management System.
- 1.1.15 Water Filtration Plant.
- 1.1.16 Garbage Recycling Unit.
- 1.1.17 Common Roof **subject to the rights of Promoter as contained herein.**
- 1.1.18 Solar Panels on the ultimate roof on the front side of the building.
- 1.1.19 Front landscaped zone on the Ground Floor.
- 1.1.20 Air-conditioned double height community hall with attached lawn on the first floor.
- 1.1.21 Swimming pool with all related equipments like water filtration and recycling on the first floor.

- 1.1.22 Air-conditioned gymnasium with attached open to sky outdoor space on the first floor.
- 1.1.23 Air-conditioned multi-purpose room on the first floor.
- 1.1.24 Separate Gents and Ladies Changing rooms on the first floor.
- 1.1.25 Multi-purpose area on the rear part of the second floor.
- 1.1.26 Intercom connectivity from each Unit to main security and from Unit to Unit.
- 1.1.27 Common washrooms on the ground floor.
- 1.1.28 Room for Caretaker/Maintenance In-charge on the ground floor.
- 1.1.29 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.

## 1.2 **SPECIFICATIONS:**

- 1.2.1 Structure: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Kolkata Municipal Corporation.
- 1.2.2 Elevation : Modern Aesthetic Elevation as per the Architects.
- 1.2.3 Lobbies and Staircases:
- 1.2.4 Well decorated air-conditioned ground floor lobby and flooring mix of high end marbles with inlay work and lifts wall panel clad in Italian marble;
- 1.2.5 Marbles/vitrified tiles in each upper floor lobby;
- 1.2.6 Good quality Kota stone in staircases.

- 1.3 **EXTRA CURRICULAR FACILITIES:** As part of the Common Areas of the Project the First Owner have agreed to construct and/or provide Community hall with first time installation of airconditioners, Gym with first time installation of equipments, airconditioner and music system, Multi purpose room, Swimming pool, play area, open terraces with first time installation of equipments and Intercom. The said facilities may be developed simultaneously with or upon construction of the Project. On the said facilities becoming functional, the Allottee shall also be liable to pay to the Maintenance In-charge the charges as prescribed by the Maintenance In-charge from time to time for running, maintenance, replacement and/or otherwise in respect of the said facilities and its fitouts, facilities and usage and shall also abide by the rules and regulations framed by the Maintenance In-charge for proper management and use thereof. The said Extra Curricular Facilities shall be for use by the First Owner, the Promoter and the Co-owners and the Allottee alongwith the other co-owners shall not allow or permit the same to be used by any other person.

## SCHEDULE E1

### (HOUSE RULES)

**HOUSE RULES:** The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. To strictly abide by and ensure that all residents, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas , waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes.
2. To co-operate with the Maintenance-in-Charge in the management maintenance control and administration of the Project and the said Land and the Common Purposes.
3. not do or cause to be done any act, deed, matter or thing whereby any rights of the Promoter or any other Unit Holder are or may be prejudicially affected, impaired or put to jeopardy;
4. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever (including as Guest House, service apartments, paying guest, 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) without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Allottee shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit or portions of the said Building belonging to the Promoter for any purposes.
5. Not to partition or sub-divide the Designated Apartment under any circumstances, without the prior written consent of the Promoter.
6. **Parking Facility:** In case the Allottee has applied for facility of parking motor car/two wheeler and has been allotted the said Facility and is so specifically mentioned in Clause 2 of the Schedule A hereinabove written, the facility of such parking shall be subject to the following conditions:-
  - (i) 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);
  - (ii) Use the Parking Spaces so agreed to be granted, only for the purpose of parking of its medium sized motor car (i.e. similar to the size of "Honda City" make) precisely within the demarcated Parking Spaces so granted.
  - (iii) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if taken by the Allottee in the Mechanical Parking System shall be subject to force majeure and subject to interruptions and inconvenience due to force majeure or mechanical faults, malfunctions etc., for which the Allottee shall not hold the Promoter liable or responsible in any manner.



- (iv) Ensure that (a) no part of the motor car cross or exceed the limit of demarcation of such Parking Spaces and (b) only one motor car is parked in one parking space, if such right is hereby granted.
  - (v) Not park any vehicle of any description anywhere else within the Project save only at the place, if agreed to be granted to him.
  - (vi) 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.
  - (vii) 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.
  - (viii) Not to grant transfer let out or part with the right of parking car or two wheeler, if such right of parking is agreed to be granted hereunder, independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the right of parking car and/or two wheeler or the Designated Apartment independent of the other to any other Co-owner of the said Building and none else.
  - (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.
  - (x) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the First Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the First Owner.
7. In case the Allottee has not been agreed to be granted any Parking Facility, 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.
8. In case the Allottee has been granted any right to use any open terrace attached to the Designated Apartment and is so specifically mentioned in Clause 2.1 of Schedule A hereunder written, then the Allottee shall NOT:-
- (i) make any construction or addition or alteration thereat nor to cover the open terrace in any manner without the prior written consent of the First Owner and/or the Promoter;
  - (ii) keep any dirt or filth on the open terrace and/or any other part of the Designated Apartment and to ensure that the open terrace and all other parts of the Designated Apartment is properly maintained and kept clean and in good condition so that there is no leakage on the floor below.
  - (iii) allow or permit any leakage or seepage of water from the floor to any other portion of the Said Building;

- (iv) put any soil on the floor or put up plants or any other material which may result in soiling or dirtying the Said Building or any part thereof in any manner whatsoever;
- (v) put up lights which may be a source of nuisance in the view of the First Owner and/or the Promoter or the Maintenance In-charge;
- (vi) allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner
- (vii) 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;
- (viii) put up any hoarding, banner, neon sign, advertisement or any other printed or visual material so as to be visible from outside without the prior written consent of the First Owner and/or the Promoter
- (ix) put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the First Owner and/or the Promoter and not to put up or allow any other electronic gadget for any use by any person other than the users of the Designated Apartment
- (x) use the open terrace same otherwise than as an open terrace and ensure that the access to the Open Terrace shall be unrestricted for the other occupants of the Said Building in times of emergency of fire or other hazards.

9. In case the Allottee has been granted any Servant Quarter then the Allottee shall
  - 9.1. not grant transfer let out or part with the Servant Quarter, if any granted to the Allottee hereunder, independent of the Allottee's Unit nor vice versa.
  - 9.2. use the Servant Quarter agreed to be granted hereunder only for the purpose of use of Servant in a decent and respectable manner and not for any immoral activity.
  - 9.3. keep the Servant Quarter in good and substantial repair and condition and not to do or cause to be done anything in or around the said Servant Quarter 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 Servant Quarter .
  - 9.4. not make any sort of construction, addition or alteration at the Servant Quarter or any part thereof.
  - 9.5. The terms and conditions on the user of the Servant Quarter as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Servant Quarter.
10. To co-operate and assist the Promoter and do all acts deeds and things required for obtaining separate assessment and mutation of the Designated Apartment in the records of the Kolkata Municipal Corporation

11. Not to close or permit the closing of windows nor open any new or additional window or any other apparatus protruding outside the exterior of the Designated Apartment nor to put or fix shades, awnings, window guards or any temporary article to be hung from or placed outside the window of the said Building.
12. Not to erect or install on the windows of the Designated Apartment or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Apartment nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated Apartment or to any part of the said Building.
13. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the said Building save at the place as be approved or provided by the Maintenance-in-Charge nor to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Designated Apartment or any part of the said Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of its Unit at a specified area at the entrance of the Designated Apartment.
14. Not to affix or install any further or additional electrical points otherwise than through competent electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the relevant authorities, if and as applicable, for approval.
15. Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the fire fighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Designated Apartment in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Designated Apartment and shall keep the Designated Apartment free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Allottee.
16. To keep the Designated Apartment under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Designated Apartment and not keep any animal or reptile in the Unit.
17. In case the external glazing of Designated Apartment is broken or damaged, to immediately bring the same to the notice of the Maintenance-in-Charge for its repair. Only if the Maintenance-in-Charge failing to repair the breakage/damaged portion of external glazing within a reasonable time, the Allottee shall be entitled to make its own arrangements to effect the repair with the same or similar quality and colour. It is however clarified, that till such time as the repair takes place, the Allottee shall be entitled to protect the Designated Apartment by installing temporary internal protection panels at the place of damage. The cost and expenses for such repair or replacement shall form part of the Common Expenses except in case the same is caused due to any act or omission of the Allottee in which event, the Allottee shall exclusively bear and pay the same.

18. Not to 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 Promoter and any Unit Holders nor to store or bring upon the Designated Apartment any articles of combustible, inflammable, obnoxious, dangerous or hazardous nature or explosive or contraband materials.
19. To keep the Designated Apartment and every part thereof clean and hygienic and tidy and to keep all pipes drains basins sinks and water closets if any in the Designated Apartment clean and unblocked.
20. 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.
21. Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Designated Apartment and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so
22. to use the Common Areas 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 First Owner and the Promoter and all other persons entitled thereto.
23. To keep the Designated Apartment and partition walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the said Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building 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.
24. 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 Said Building or may cause any increase in the premia payable in respect thereof.
25. Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor. The air conditioners used inside the Designated Apartment and its technology will have to adhere to VRF (Variable Refrigerant Flow) Technology and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
26. To draw cables, wires, pipes, air conditioner related pipes connecting the office from the units at the VRF etc., only through the common ducts/voids meant therefor and no wire shall be hanged or connected from outside the said Building.
27. Not to make any additions or alterations within the Designated Apartment except in a workman-like manner and without injuring or damaging the structure of the Designated Apartment and/or the said Building in any manner and also without violating any laws, rules or regulations of the municipal and other authorities. Further, any such work shall be done with minimum noise and the Allottee shall ensure that no disturbance or annoyance is caused to the other occupants of the said Buildings.

28. Not to do any act deed or thing in the Designated Apartment whereby the said Building or any part thereof be damaged or endangered and not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment nor 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 Building 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 said Building 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. This is critical to the safety and stability of the said Building. The Allottee shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee in carrying out any condition and stipulation mentioned herein.
29. To dispose of all debris and waste materials of whatever nature resulting from any works in the Designated Apartment in a manner prescribed by the Maintenance-in-Charge.
30. Not to deface, mutilate, scratch, colour, write upon or otherwise spoil the walls or the said Building or any part of the Project or any Common Areas including lift and not to affix posters or hang festoons, spit or spread dirt or do any other act which may affect the neatness or cleanliness of the Project.
31. Not to cover or damage the security cameras in any manner nor to do any act deed or thing which may affect the viewing or recording of camera output in any manner whatsoever.
32. To keep the Designated Apartment insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Allottee may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
33. Not to not to make any construction, addition or alteration nor cover or enclose the fire refuge platforms nor use the same in any manner whatsoever.
34. 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 upon giving **24** hours notice except in emergency for construction and completion of the said Building 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;
35. Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other unit in or portion of the Project nor to cover or obstruct any ventilating shafts or air-inlets or outlets.
36. Not to throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the said Land but into proper bins receptacles or containers only.
37. Not to place or take into the lifts, without the prior approval of the Maintenance-in-Charge, any baggage, furniture, heavy articles or other goods.

38. 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.
39. not to use the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other occupants of the said Building.
40. to allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
41. to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Kolkata Municipal Corporation, /CESC Limited/any other electricity service provider, Fire Service Authorities, Pollution Control authority 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, transformer, drainage, sewerage and other installations and amenities at the Project.
42. not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Apartment or the said Building otherwise than in the manner agreed by the Maintenance-in-Charge in writing.
43. Not to install grills or to fix or install any antenna on the outer wall or outside the Designated Apartment or on the roof or any part thereof.
2. 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.
3. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property Tax, Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment directly to The Kolkata Municipal Corporation 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 Promoter proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes, impositions, levies, duties, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings (including tube-well licence fee, drainage fee/tax) whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of the Designated Apartment or the said Building or the said Land and whether demanded from or payable by the Allottee or the Promoter 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 said Building or the said Land.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment on the basis of the reading shown in the meter provided for the Designated Apartment by the CESC Limited or such minimum and other charges as demanded by the CESC Limited and such charges shall be solely and exclusively paid by the Allottee directly to the CESC Limited within the due dates thereof.
- (iv) Operational costs and charges for enjoying and/or availing and consuming power from the common Generator to be installed and the same shall be payable to the Maintenance-in-Charge based on the reading shown in the meter provided for the Designated Apartment by the Promoter it being clarified that the Allottee shall be liable to pay such minimum monthly charges as may be decided by the Maintenance In-charge taking into account the load taken by the Allottee.
- (v) Charges for 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 Unit Holders, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
- (vi) Proportionate share of all Common Expenses to be paid 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, maintenance charges calculated **@Rs.6/- (Rupees six) only** per square foot per month of the Unit Area for CAM mentioned in clause 32.7 above. The said minimum rate 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 and cost involved in the same. It is made clear that the said monthly maintenance charges does not include any payment or contribution towards the repair, replacement, reinstatement etc. of any common area equipment or installation and the Allottee undertakes and binds himself to pay proportionate share of all costs charges and expenses on account of such repair, replacement, reinstatement etc., as be demanded by the Maintenance-in-Charge from time to time.
- (vii) In case the Allottee taking parking facility in the Mechanical Parking System, proportionate share of all fees, costs, charges, taxes and expenses for managing maintaining, up-keeping, running and operation of the Mechanical Parking System including periodic maintenance, repair, replacement,

renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.

- (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy whether existing or as may be imposed or revised in future in respect of the Designated Apartment or in respect of any amounts and outgoings payable in respect of the Designated Apartment also 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 any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
  - (ix) 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 any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 3.1. 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
  - 3.2. 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.
  - 3.3. Furthermore, the maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Mechanical Parking System by the Promoter and any non user or non requirement in respect of any common area or installations or parking facility (if so granted) shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges.
  - 3.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the taxes and outgoings or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, 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 rate of **1.5%** per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-Charge, shall be entitled to take all or any one or more of the following recourses, in any priority to (i) disconnect the supply of electricity to the Designated Apartment, (ii) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Allottee and its employees, customers, agents, tenants or licencees and/or the Designated Apartment, (iii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Designated Apartment, (iv) carry out any required remedial measures in which event all costs and expenses incurred thereby together with penalty equivalent to **20%** of such costs and expenses shall be



paid by the Allottee to the Maintenance-in-Charge forthwith on demand and (v) the Allottee shall compensate and also indemnify the Promoter and all other affected persons and the Maintenance In-charge for all losses or damages that they may suffer or incur owing to such default of the Allottee.

- 3.5. It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee.
- 3.5.1 The Allottee shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Project 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 Promoter against all actions claims proceedings costs expenses and demands made against or suffered by 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 shall include the following (“**Common Expenses**”):

- 1.1. **MAINTENANCE:** All costs and expenses of maintaining (including annual maintenance contracts), repairing, replacing, restoring, updating, upgrading, painting, repainting, fixing, decorating, renewing, cleaning, lighting etc., as may be required from time to time, of the main structure and facade of the said Building, its external glazing, inter locking etc., and of the roof of the Designated Apartment to the extent of leakage and drainage, the Common Areas, Building Management System, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments etc., in the Project and any other area, installation or facility enjoyed or used by the Allottee in common with the Promoter and other Unit Holders or serving more than one unit.
- 1.2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas, Building Management System, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments etc., in the Project and any other area, installation or facility enjoyed or used by the Allottee in common with the Promoter and other Unit Holders or serving more than one unit and also the costs of repairing, renovating and replacing the same, including expenses on account of AMC (Annual Maintenance Contract) for all machines equipments and installations comprised in the Common Areas.
- 1.3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- 1.4. **MAINTENANCE-IN-CHARGE:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-in-Charge until handing over the same to the Association.

- 1.5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 1.6. **INSURANCE:** Insurance premium for insurance of the Common Areas, Mechanical Parking System and also for any other areas as the Maintenance-in-Charge may deem fit and proper for earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
- 1.7. **GREEN BUILDING:** All fees, costs, charges and expenses for the renewal and/or continuance of the certification of the said Building as an Indian Green Building Council (**IGBC**) Certified Green Building and for maintenance management upkeep of the machinery and equipments installed at the said Building as per the IGBC Norms and/or the relevant authorities.
- 1.8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 1.9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 1.10. **REPAIRS RENOVATIONS AND REFURBISHMENTS:** All expenses and costs and charges for regular repairs renovations and refurbishments from time to time of various installations and also the Project including expenditure of capital nature.
- 1.11. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Maintenance-in-Charge for the common purposes and/or the Association.

