

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this \_\_\_\_ day of \_\_\_\_\_, 2018.

**BY AND BETWEEN**

**(1) LIFEMAKE CONSTRUCTION PRIVATE LIMITED (PAN AACCL4327N)** having its registered office address at 1, Sarojini Naidu Sarani, 7<sup>th</sup> Floor, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017, **(2) MONOGRAM TRADELINK PRIVATE LIMITED (PAN AAGCM3164L)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(3) SANKET VINCOM PRIVATE LIMITED (PAN AAOCS2273A)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(4) PANCHAMUKHI TRADECOM PRIVATE LIMITED (PAN AAFCP4652F)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(5) NIGAM HOUSING PRIVATE LIMITED (PAN AAECN0724F)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(6) NIGAM PROJECTS PRIVATE LIMITED (PAN AAECN0726H)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(7) LOK DEVELOPERS PRIVATE LIMITED (PAN AABCL3418M)** having its registered office address at 7, Rabindra Sarani, 1<sup>st</sup> floor, Room No. 2, P.S. Hare Street, P.O. Lalbazaar, Kolkata - 700 001 **(8) LOK REALTORS PRIVATE LIMITED (PAN AABCL3417E)** having its registered office address at 7, Rabindra Sarani, 1<sup>st</sup> floor, Room No. 2, P.S. Hare Street, P.O. Lalbazaar, Kolkata - 700 001 **(9) NIGAM REALTORS PRIVATE LIMITED (PAN AACCN5672J)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani Kolkata - 700 020 **(10) SRISHTI CONSULTANTS PRIVATE LIMITED (PAN AADCS7430E)** having its registered office address at 2/6, Sarat Bose Road, 2<sup>nd</sup> floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(11) MEGACITY TRADERS LLP (PAN ABCFM4913D) (formerly MEGACITY TRADERS PRIVATE LIMITED)** vide a certificate of registration on conversion dated 03.03.2016 issued by the Registrar of Companies, West Bengal having its registered office address at 5, Dr. Rajendra Prasad Sarani, 8<sup>th</sup> Floor, Room No. 8K, P.S. Hare Street, P.O. GPO, Kolkata - 700 001 **(12) BANGABHUMI CONSTRUCTIONS PRIVATE LIMITED (PAN AACCB3587G)** having its registered office address at Rawdon Enclave, 1<sup>st</sup> Floor, 10A, Rawdon Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(13) BOLERO COMMERCIAL PRIVATE LIMITED (PAN AAECB0562H)** having its registered office address at Rawdon Enclave, 1<sup>st</sup> Floor, 10A, Rawdon Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(14) BOLERO TRADELINK PRIVATE LIMITED (PAN AAECB0963E)** having its registered office address at 5/1A Hungerford Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(15) SANKET TRADECOM PRIVATE LIMITED (PAN AAOCS2272B)** having its registered office address at 7, Ironside Road, P.S. Karaya, P.O. Ballygunge, Kolkata – 700 019 **(16) ANKUSH VINCOM PRIVATE LIMITED (PAN AAICA5975B)** having its registered office address at 226/1, AJC Bose Road, 5<sup>th</sup> Floor, Block No. 5C, "Trinity", P.S. Ballygunge, P.O. L.R. Sarani, Kolkata-700020 **(17) OVERGROW NIRMAAN PRIVATE LIMITED (PAN AABCO7800L)** having its registered office address at 226/1, AJC Bose Road, 5<sup>th</sup> Floor, Block No. 5C, "Trinity", P.S. Ballygunge, P.O. L.R. Sarani, Kolkata-700020 **(18) BLUESNOW REALCON LLP (PAN AAQFB8108G) (formerly BLUESNOW REALCON PRIVATE LIMITED)** vide a certificate of registration on conversion dated 25.07.2016 issued by the Registrar of Companies, West Bengal having its registered office address at 8A & 8B Satyam Towers, 3, Alipore Road, 1<sup>st</sup> Floor, P.S. Alipore, P.O. Alipore, Kolkata-700027 **(19) SIDHISHREE HOUSING PRIVATE LIMITED (PAN AASCS7393F)** having its registered office address at 1, Sarojini Naidu Sarani, 7<sup>th</sup> Floor, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(20) ROSERISE CONSTRUCTION PRIVATE LIMITED (PAN AAGCR2929E)** having its registered office address at 1, Sarojini Naidu Sarani, 7<sup>th</sup> Floor, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017, all represented by \_\_\_\_\_ hereinafter referred to as “the **PROMOTERS/VENDORS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or nominees and assigns) of the **ONE PART**

**AND**

\_\_\_\_\_ hereinafter referred to as “the **ALLOTTEE / PURCHASER**”  
of the **OTHER PART**:

The Promoters and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoters are the absolute owner of **All That** the piece or parcel of land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, Kolkata 700 149 in Ward No. 17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, described in the **FIRST SCHEDULE** hereunder written.
- C. Devolution of title of the Promoters to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. 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 Premises on which the Project is to be constructed have been completed;
- F. The Rajpur Sonarpur Municipality has granted permission to construct vide plan approval dated 17/03/2015 as further renewed on 27/08/2018 bearing registration no. 2198/CB/17/62;
- G. The Promoter has obtained the sanctioned plan for the Project from Rajpur Sonarpur Municipality and other concerned authorities as mentioned in the Definition No. xxiii (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxiii (being the definition of Plan) hereinbelow;
- H. The Promoter No. 1 has applied for registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 31.08.2018 vide Application No. NPR-00200.
- I. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

**All That the Residential Flat / Apartment bearing No. \_\_\_\_\_ containing a Carpet Area of \_\_\_\_\_ Square Feet [Built-up Area whereof being \_\_\_\_\_ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet) more or less on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ at the said Premises and described in the First Schedule hereinabove written TOGETHER WITH the Servant Quarter / Store Room bearing No. \_\_\_\_\_ containing a built up area of \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ at the said Premises. The total chargeable area of the said flat is \_\_\_\_\_ Square Feet more or less, which is inclusive of pro rata share in the Common Areas and Installations] and shown in the Plan annexed hereto, duly bordered thereon in "Red".**

WITH Exclusive Right to use the Open Private Terrace/s / Roof attached to the said Flat containing an area of \_\_\_ sft., and shown in the **Plan** annexed hereto, duly bordered thereon in "\_\_\_\_\_".

**With** right to park \_\_\_\_\_ motor car/s in the covered space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**With** right to park \_\_\_\_ **motor car/s** in the open compound of the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Promoters to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the Building Plan presently sanctioned by the Rajpur Sonapur Municipality and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoters shall be entitled to construct and deal with, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas / constructions shall be entitled to proportionate ownership and common use of the Common Areas and Installations and the proportionate undivided share of the Allottee in the Common Areas and Installations, shall be and/or is likely to stand reduced. The Allottee also consents and confirms that the Promoters shall be at liberty to have the plan to be modified and/or altered from time to time.

**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 Apartment as specified in para I;

1.2 The Total Price for the Apartment based on the carpet area is **Rs.**\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price
(i) Flat/Apartment No _____, Floor _____; Carpet Area _____; Built-up Area _____; Chargeable Area _____;	Rs. _____
(ii) Servant Quarter / Store Room bearing No. _____ Floor- _____ Built up Area _____	Rs. _____
(ii) exclusive right to use the attached open Private Terrace/s / Roof measuring _____ Sq. Ft.;	Rs. _____
(iii) _____ number and _____ type Car parking at the	Rs. _____

covered space in the Ground Floor of the Building;	
(iv) ____ number and ____ type Car parking in the open compound of the said Premises;	Rs._____
(v) ____ number Two Wheeler parking in the Ground Floor of the Building;	Rs._____
Add : GST	Rs._____
	<b>Rs._____</b>
Less : Discount on account of GST input credit	Rs._____
<b>Total Price:</b>	<b>Rs._____</b>

Explanation :

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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;

(iii) The Promoter shall periodically intimate 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 Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also ] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

- i) Legal Documentation Charges of the Advocates, Saraogi & Co., for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs. 15000/- (Rupees Fifteen Thousand only) per Unit, out of which Rs. 7500/- (Rupees Seven Thousand Five Hundred only) shall be paid by the Allottee to the said Advocates at or

before the execution hereof and the balance Rs. 7500/- (Rupees Seven Thousand Five Hundred only) on or before the deemed date of possession/Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier, plus applicable GST;

- ii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Flat/Apartment and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Flat/Apartment shall be that of the Allottee;
- iii) Rs. \_\_\_\_\_ as Advance Maintenance Charges, along with applicable GST, to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- iv) Towards formation of Maintenance Company, being Rs. 2000/- (Rupees Two Thousand) only per unit.
- v) Rs. \_\_\_\_\_ as Refundable Security Deposit as hereinbelow mentioned to the Promoter / Maintenance Company / Association (as the Promoter may direct).
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

1.2.3 The Allottee shall deposit and/or keep deposited with the Promoters and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, to remain in deposit with the Promoters and/or the Maintenance In-charge and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the due dates and in the manner mentioned hereunder, the Promoters and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoters and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- i) A sum calculated @Rs.15/= (Rupees fifteen) only per Square foot of the Chargeable Area of the said Unit towards rates and taxes in respect of the said Unit;
- ii) A sum calculated @Rs.30/= (Rupees Thirty) only per Square foot of the Chargeable Area of the said Unit towards advance maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written);
- iii) A sum calculated @Rs.30/= (Rupees Thirty) only per Square foot of the Chargeable area of the said Units towards Sinking Fund;

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed 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 schedule 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.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**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 in **Part-I** and **Part-II of the Third** Schedule hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. xxiii** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) 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 the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas of the Project 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 Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the 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, as the case may be, with prior written intimation and appointment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost , ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions , which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, 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 (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) 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 the construction milestones, 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 "**Lifemake Construction Private Limited**" payable at **Kolkata**.

## 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 Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 THE PAYMENTS**

The Allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any 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 Apartment to the Allottee and the common areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

#### 6. **CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities 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 specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act an/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. xxiii** (being the definition of Plan) of the **Annexure "A"** hereto.

#### 7. **POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of 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 Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy /

completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. 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 handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

**7.3 Failure of Allottee to take Possession of Apartment :** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) per Square Foot per month of the Chargeable area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

**7.4 Possession by the Allottee -** After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments 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 the 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 document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

**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, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

## **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, 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified 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 Allottee, in case the Allottee wishes to withdraw from the Project, without

prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Promoter has 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 absolute, actual, physical and legal possession of the said Land for the project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There is an encumbrance upon the said Land or the Project of Tata Capital Housing Finance Limited. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

(iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments 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 intended to be created herein, may prejudicially be affected;

(vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

(x) The said Premises 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 said Premises;

(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 occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees 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 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. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by promoter under the conditions listed above, the Allottee is entitled to the following :

(i) Stop making further payments to the Promoter as demanded by the promoter. If the Allottee stops making payment, 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; or.

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the 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 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 the Allottee under the condition listed above continues for a period beyond 2 months after notice from the Promoter in this regard, the promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the Apartment by the Promoter and the amounts have been received by the Promoter from the new transferee thereof.

Provided that the promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

#### 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorized 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. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations).

#### 11. MAINTENANCE OF THE SAID 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 the allottees upon the issuance of the completion certificate of the project.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

#### 12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / 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 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, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) 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 maintain the 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

**15.2** The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

**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 the 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 an 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 disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement.

**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 Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

**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 laws pertaining to apartment ownership.

**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 and annexures 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 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 said apartment/building, as the case may be.

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

**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 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 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 any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments / Units 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 complete 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 \_\_\_\_\_. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

## 29. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

## 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 or building, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment 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 in accordance with the Act and Rules.

34. **RESTRICTIONS ON ALIENATION:**

34.1 Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoters first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoters (which consent the Promoters may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoters and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoters of a fee / charge calculated **@Rs. 100 (Rupees One Hundred)** only per Square Foot of the Chargeable Area of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Promoters in their absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoters shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoters in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder

34.1 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. **OTHER PROVISIONS:**

- 35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Said Premises or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Building or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoters are restrained from construction of the Said Premises and/or transferring and disposing of the other units in the Said Premises or the said Premises then and in that event without prejudice to such other rights the Promoters may have, the Allottee shall be liable to compensate and also indemnify the Promoters for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoters or any of them.
- 35.2 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.
- 35.3 Save the said Unit, the Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other flats/apartments / units and spaces or servant's quarters / store-rooms or constructed areas or parking spaces at the said Premises or the Buildings thereat.
- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities
- 35.6 The Promoters shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoters shall in their absolute discretion think fit and proper.
- 35.7 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoters shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoters in their absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoters exclusively.
- 35.8 It is expressly agreed understood and clarified that at any time hereafter, the Promoters shall be absolutely entitled to enter into any agreement or arrangement with the allottee and/or allottees of adjoining properties on such terms as be agreed by and between the Promoters and the allottee of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoters and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoters on account thereof and furthermore the Allottee shall fully cooperate with the Promoters and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoters.
- 35.9 The Promoters may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the promoters/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such promoters/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-promoters/occupiers of the

said Premises of the Common Areas Installations and Facilities comprised in such adjoining/contiguous property.

- 35.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoters shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoters in their absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoters on account thereof and furthermore the Allottee shall fully co-operate with the Promoters and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoters.
- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoters shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof on such terms and conditions as the Promoters may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.12 The Allottee shall have no connection whatsoever with the allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoters for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoters' rights shall in no way be affected or prejudiced thereby.
- 35.13 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoters in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.14 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Buildings as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee proportionately or wholly as the case may be within 7 days of a demand being made by the Promoters without raising any objection thereto.
- 35.15 The Promoters may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoters, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoters.
- 35.16 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoters shall be entitled and are hereby authorised by the

Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoters being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoters shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

- 35.17 As soon as the said buildings are constructed, the Maintenance In-charge shall insure the same at the said premises with any general insurance company and obtain insurance policy covering the liability of any loss or death caused by any defect on the part of the Promoters in the land and Buildings. Such policy shall cover the risks extending not less than 90% of the estimated value of only the said Buildings (and not the land) and cover for five years from the date of possession of the last of the units in the said Buildings. The Maintenance Company, upon its formation, shall be named as beneficiary by the Promoters under such policy of insurance, to which the Allottee hereby expressly consents.
- 35.18 In case upon completion of construction of the said Unit the Chargeable Area thereof varies then the amounts payable hereunder by the Allottee to the Promoters towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the Chargeable Area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.
- 35.19 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Allottee acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoters or their agents, servants or employees other than what is specifically set forth herein.
- 35.20 Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be construed as waiver of any breach or non-compliance by the Allottee nor shall the same in any way or manner prejudice the rights to the Promoters.
- 35.21 The Project / Building/s at the said Premises shall bear the name "**AMAYA RESIDENCES**" unless changed by the Promoters from time to time in their absolute discretion.
- 35.22 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ 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)

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTERS :**

**WITNESSES TO ALL THE ABOVE:**

1.   Signature \_\_\_\_\_  
      Name \_\_\_\_\_  
      Address \_\_\_\_\_
  
2.   Signature \_\_\_\_\_  
      Name \_\_\_\_\_  
      Address \_\_\_\_\_

## SCHEDULES

### THE FIRST SCHEDULE ABOVE REFERRED TO:

#### (said Premises)

**ALL THAT** the piece or parcel of land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in R.S. Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No.178, Netaji Subhas Road, in Ward No.17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, which is butted and bounded as follows:

on the North : By R.S. Dag No. 175(P), 177, 178(P), 173, 172(P) & 187;  
 on the South : By R.S. Dag Nos. 181(P), 179(P), 186(P) & 1074;  
 on the East : By R.S. Dag Nos. 185, 184, 187;  
 on the West : By R.S. Dag No. 177 and Netaji Subhas Road;

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

### THE SECOND SCHEDULE ABOVE REFERRED TO:

#### (UNIT)

**All That the Residential Flat / Apartment bearing No.\_\_\_\_** containing a **Carpet Area** of \_\_\_\_ **Square Feet [Built-up Area** whereof being \_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_ Square Feet) more or less on the \_\_\_\_ floor of the Block \_\_\_\_ Tower \_\_\_\_ at the said Premises described in the **First Schedule** hereinabove written **TOGETHER WITH** the Servant Quarter / Store Room bearing No. \_\_\_\_ containing a built up area of \_\_\_\_ Square Feet more or less on the \_\_\_\_ floor of the Block \_\_\_\_ at the said Premises. The total **Chargeable Area** being \_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less, and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

WITH Exclusive Right to use the Open Private Terrace/s / Roof attached to the said Flat containing an area of \_\_\_\_ sft., and shown in the **Plan** annexed hereto, duly bordered thereon in "\_\_\_\_".

**With** right to park \_\_\_\_ **motor car/s** in the covered space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**With** right to park \_\_\_\_ **motor car/s** in the open compound of the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

### THE THIRD SCHEDULE ABOVE REFERRED TO

#### PART-I

#### (Common Areas and Installations)

- a) Land comprised in the said Premises.
- b) Entrance and exit gates of the premises.
- c) Paths passages driveways and open spaces in the building / premises other than those intended to be reserved for parking of motor cars marked by the Promoters for use of any Unit/Promoter.
- d) Entrance lobbies.
- e) Staircase including landing on all the floors.
- f) Lifts and lift machine rooms.
- g) Ultimate roof/s of the Building/s.
- h) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump during power failure and generator room in the ground floor of the building complex.

- i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meter/s and meter room in the ground floor.
- j) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units.
- k) Underground water reservoir for domestic water with a pull on pumps installed thereat.
- l) Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
- m) Room for darwan/security guard, space for services in the building.
- n) Community Hall, Plunge Pool, Gym Room, Games Room, Landscaped garden, Children Play Area.
- o) Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
- p) Boundary walls.
- q) Fire fighting system/control room

**PART-II**  
**(Specifications of construction of the Said Unit)**

<b>Walls</b>	Clay / Flyash Brick or AAC Blocks
<b>Wall Finish</b>	Interior – Plaster of Paris: Exterior – Combination of superior quality cement/textured paints
<b>Flooring and Dado</b>	1) Vitrified Tiles in all bedrooms, Living / Dining 2) Kitchen/Toilet flooring to be made with anti skid Ceramic Tiles
<b>Kitchen</b>	1) Kitchen platform to be made of Granite 2) Dado of Ceramic Tiles upto a height of two feet from the platform 3) Stainless Steel Sink
<b>Toilet</b>	1) Standard ceramic tiles on the wall up to 7" Height 2) Reputed brands of good quality sanitary ware and CP fittings. 3) Concealed plumbing and pipe work. 4) Provision for Geyser
<b>Doors</b>	1) Door frame made of timber or any engineered material. 2) Flush Solid core/Panel doors 3) Lock of stainless steel / brass
<b>Windows</b>	Fully glazed aluminium windows
<b>Electricals</b>	1) Provision for adequate light points 2) Modular Switches 3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
<b>Common Lighting</b>	Overhead illumination for compound and street-lighting inside the complex
<b>Wiring</b>	Concealed copper wiring for electricity , telephone and television
<b>Air Conditioning</b>	Provision for air conditioning in all bedrooms
<b>Amenities</b>	1) Two elevators per tower 2) Intercom facility 3) Fire fighting equipment and extinguishers as required by law.
<b>Generator</b>	500 watts of backup power for every 2 BHK apartment and 750 watts of backup power for every 3 BHK apartment.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.

3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Land Revenue, Khajana, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**PART-I**

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Price
(i) Flat/Apartment No _____, Floor _____; Carpet Area _____; Built-up Area _____; Chargeable Area _____;	Rs. _____
(ii) Servant Quarter / Store Room bearing No. _____ Floor- _____ Built up Area _____	Rs. _____
(ii) exclusive right to use the attached open Private Terrace/s / Roof measuring _____ Sq. Ft.;	Rs. _____
(iii) _____ number and _____ type Car parking at the covered space in the Ground Floor of the Building;	Rs. _____
(iv) _____ number and _____ type Car parking in the open compound of the said Premises;	Rs. _____
(v) _____ number Two Wheeler parking in the Ground Floor of the Building;	Rs. _____
Add : GST	Rs. _____
	<b>Rs. _____</b>
Less : Discount on account of GST input credit	Rs. _____
<b>Total Price:</b>	<b>Rs. _____</b>

(Rupees \_\_\_\_\_) only





On Possession of the Unit	_____ % of the Consideration
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**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

- A1) By a Deed of Conveyance dated 12<sup>th</sup> June, 2013 registered in the office of the District Sub Registrar-IV South 24 Parganas, in Book I, CD Volume No.26, Pages 4063 to 4091 Being No.05010 for the year 2013 and made between Aarbur therein referred to as the Vendor of the one part and the Promoters herein, therein referred to as the Purchasers of the other part, the Vendor thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the Promoters herein, **All Those** various pieces and parcels of land containing an area of **122.46 Sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) details whereof are mentioned hereunder, comprised in and being Northern Portion of Premises No. 119 Netaji Subhas Road (presently Holding 178), Ward No.17 (formerly 16) within Rajpur Sonarpur Municipality (hereinafter for the sake of brevity referred to as "the **First Property**"):

R.S. Dag No.	R.S. Khatian No.	Area conveyed (in Sataks)
178	19	08.26
178	19	08.40
186	497	23.00
179	174	41.00
181	129	00.80
185/1011	1085	41.00
<b>Total:</b>		<b>122.46</b>

- A2) The title, whereby the said Aarbur became the owners of the **First Property** is narrated as follows:

**I. Related to Dag No.185/1011**

- ia) That one Dulal Chand Dutta was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner to **All That** piece and parcel of **Bagan** land measuring 41 Sataks {equivalent to 1(one) Bigha 4 (four) cottahs 13 (thirteen) Chittacks} more or less situate and lying at and comprised in and being the entirety of Dag No.185/1011, recorded in R.S Khatian No.1085 (in the name of Dulal Chand Dutta) (Sabek Khatian No.745) in Mouza Rajpur, J.L No.55, under Police Station Sonarpur in the District of 24-Parganas (South), and comprised in Holding No.70 Ward No.16, within Rajpur Sonarpur Municipality, absolutely and forever and subsequently he recorded his name in the records of Revisional Settlement Record of rights as per W.B Estate Acquisition Act.
- ib) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 25<sup>th</sup> July, 1958 and registered with the office of Sub-Registrar Baruipur and recorded in Book No.I, Volume no.77, Pages 3 to 4, Being No.6167 for the year 1958, the said Dulal Chand Dutta for the consideration therein mentioned granted, sold, conveyed and transferred unto and to one Karuna Bala Dutta **ALL THAT** the said 41 Sataks of land, absolutely and forever;
- ic) That the said Karuna Bala Dutta, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving her three sons namely, (1) Biswanath Dutta, (2) Mihir Lal Dutta, (3) Swapan Dutta and two daughters namely, (4) Smt. Sandhya Kundu and (5) Smt. Swapna Paul (Dutta) as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to the said 41

Sataks of land in the said **Dag No.185/1011**, absolutely and forever, each having equal 1/5<sup>th</sup> share therein;

- id) That by a Deed of Conveyance dated 5<sup>th</sup> August, 2005 and registered in the office of Additional District Sub-Registrar, Sonarpur in Book No. I, Being No.6250 for the year 2005, the said Biswanath Dutta and 4 others for the consideration therein mentioned granted, sold, conveyed and transferred unto and to **Aarbur All That** the said **41 Sataks of land in the said R.S Dag No.185/1011**, recorded in **R.S Khatian No.1085** in Mouza Rajpur, J.L No.55, under Police Station- Sonarpur in the District of 24-Parganas (South), and comprised in Holding No.70 Ward No.16, within Rajpur Sonarpur Municipality, absolutely and forever.
- ie) That Aarbur got its name mutated as the owner of the said **41 Sataks in the said Dag No.185/1011** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.947/12.

## **II. Related to Dag No.178**

- iiia) That by a Saaf Bikray Kobala (Indenture of Conveyance) dated 3<sup>rd</sup> April 1928, and registered with the office of Alipore Joint Sub-Registry, Behala, in Book No.I, Volume No.15, Pages 230 to 233, **Being No.1053** for the year 1928, Gobardhan Nath for the consideration therein mentioned, sold conveyed and transferred unto and to the said Hari Mohan Bhattacharya, along with other properties, **ALL THAT** the piece and parcel of land recorded as Sali, containing an area of **42 sataks** situate and lying at and comprised in and being the entirety of **Dag No.178**, recorded in **Khatian No.19** (in the name of Hari Mohan Bhattacharya), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in Holding No.235, Netaji Subhas Road, Ward No.16, within Rajpur Sonarpur Municipality;
- iiib) That the said Hari Mohan Bhattacharya, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, (1) Dipak Kumar Bhattacharya, (2) Rupak Bhattacharya (being minor), and 3 daughters namely (3) Minati Bhattacharya, (4) Pranati Chakraborty (nee Bhattacharya) and (5) Jayanti Bhattacharya as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said 42 Sataks in **Dag No.178**, absolutely and forever and each having equal 1/5<sup>th</sup> share therein;
- iiic) That by a Saaf Bikray Kobala (Indenture of Conveyance) dated 13<sup>th</sup> July, 1962 and registered with the office of Sub-Registrar at Baruipur in Book No.I, Volume No.93, Pages 03 to 06, **Being No.7104** for the year 1962, the said Dipak Kumar Bhattacharya, Minati Bhattacharya, Pranati Chakraborty and Jayanti Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one Basanta Lal Shah, **ALL THAT** a divided and demarcated portion of land containing an area of **5 Cottahs** (equivalent to **8.26 sataks**) more or less in the said **Dag No.178**, absolutely and forever;
- iiid) That by an Indenture of Conveyance dated 2<sup>nd</sup> February, 1996 and registered with the office of Additional Registrar of Assurances-I, Kolkata in Book No.I, Volume No.22, Pages 217 to 224, **Being No.806** for the year 1996, the said Basanta Lal Shah for the consideration therein mentioned, sold conveyed and transferred unto and to **Aarbur ALL THAT** the said divided and demarcated portion of land containing an area of **5 Cottahs** (equivalent to **8.26 sataks**) more or less in the said **Dag No.178**, absolutely and forever;
- iiie) That Aarbur got its name mutated as the owner of the said **5 Cottahs** (equivalent to **8.26 sataks**) **in the said Dag No.178** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.1017/12.

## **III. Related to Dag Nos.178, 179, 181 and 186:**

- iii(a) That by an Indenture of Conveyance dated 24/7/1959 and registered with the office of District Registrar 24 Parganas, in Book no. I, Volume No.62, Pages 06 to 14 Being No.2459 in the year 1959, one Hari Mohan Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P. Ltd ALL THAT** the piece or parcel of land containing an area of **8.40 Sataks** (equivalent to 5 Cottahs 1 Chittack 28 sft.) (out of total area of 42 Sataks comprised in the concerned Dag) more or less situate and lying at and comprised in and being the part and portion of **Dag No.178**, recorded in Khatian No.19 (recorded in the name of Hari Mohan Bhattacharya), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(b) That by an Indenture of Conveyance dated 28/9/1959 and registered with the office of District Registrar 24 Parganas, in Book no. I, Volume No.70, Pages 122 to 126 Being No.2964 in the year 1959, one Jiban Krishna Dutta for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **71 Sataks** (equivalent to 2 Bighas 3 Cottahs) more or less situate and lying at and comprised in and being the entirety of **Dag Nos.180 & 186**, recorded in Khatian No.174 (recorded in the name of Jiban Krishna Dutta) & No.497 (recorded in the name of Jiban Krishna Dutta), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(c) That by an Indenture of Conveyance dated 5/10/1959 and registered with the office of Sub-Registrar of Baruipur 24 Parganas, in Book no.I, Volume No.103, Pages 03 to 10 Being No.8539 in the year 1959, one Luftanessa Bibi & Mussammat Golsehara Bibi for the consideration therein mentioned sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **64 Sataks** (equivalent to 1 Bighas 18 Cottahs 12 Chittacks 30 sft.) more or less situate and lying at and comprised in and being the entirety of **Dag No.179**, recorded in Khatian No.174, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(d) That by an Indenture of Conveyance dated 8/7/1960 and registered with the office of District Registrar of Alipore 24 Parganas, in Book no.I, Volume No.40, Pages 195 to 198 Being No.2383 in the year 1960, one Sudhir Kumar Das for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **03 Sataks** (equivalent to 1 Cottahs 13 Chittacks 11 sft.) (out of total area of 52 Sataks comprised in the concerned Dag) more or less situate and lying at and comprised in and being the part and portion of **Dag No.181**, recorded in Khatian No.129 (recorded in the name of Sudhir Kumar Das), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(e) In the event aforesaid, **Industrial Service and Engineers P.Ltd** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner, to **ALL THOSE** the various pieces and parcels of land containing a total area of **146.40 sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, which is hereinafter in this part of this **Schedule** referred to as **"the said Land"**, details whereof are mentioned hereunder:

Dag No.	Khatian No.	Total Area (in Sataks)	Area Sold (in Sataks)
178/Sali	19	42	08.40
180/Bagan & 186/Danga	174 & 495 under Khatian 497	21 & 50	71.00
179/Bastu	174	64	64.00
181/Bastu	129	52	03.00

<b>Total</b>		<b>146.40</b>
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- iii(f) Subsequently, the said Industrial Service and Engineers P.Ltd consolidated the said Land and got it separately assessed and numbered as Premises No.119 Netaji Subhash Road, Rajpur and thereafter it constructed / erected buildings and structures on portions of the said Land;
- iii(g) That by a Deed of Mortgage dated 24/4/1968 and registered with the office of Sub-Registrar of Alipore 24 Parganas, in Book no.I, Volume No.48, Pages 282 to 292 Being No.2601 for the year 1968, the said Industrial Service and Engineers P.Ltd created a mortgage in respect of the said Land etc., in favour of one Padma Kundu to secure loan given by the said Padma Kundu.
- iii(h) That by an Agreement for Sale dated 7/7/1977, made between the said Industrial Service and Engineers P.Ltd of the First Part and one Giri Finance and Trading Limited of the Second Part and the said Padma Kundu as the Confirming Party of the Third Part, the said Industrial Service and Engineers P.Ltd agreed to sell the said Land, building etc. on the terms & conditions mentioned therein to the said Giri Finance and Trading Limited and the said Padma Kundu confirmed that she would release & relinquish all her right title & interest (under the said Deed of Mortgage dated 24/4/1968) therein before the execution of the Deed of Conveyance by the said Industrial Service and Engineers P.Ltd in favour of Giri Finance and Trading Limited;
- iii(i) That the said Industrial Service and Engineers P.Ltd delivered possession of the said Land etc., to the said Giri Finance and Trading Limited;
- iii(j) That by a Deed of Release and Reconveyance dated 21/2/1980, the said Padma Kundu released & reconveyed the said Land etc., to the said Industrial Service and Engineers P. Ltd;
- iii(k) That under and by virtue of an Indenture of Conveyance dated 21<sup>st</sup> February, 1980 and registered with the office of Registrar of Assurances, Calcutta in Book no. I, Volume No.95, Pages 135 to 154 Being No.947 for the year 1980, the said Industrial Service and Engineers P. Ltd for the consideration therein mentioned, sold conveyed and transferred unto and to the said **Giri Finance and Trading Limited, ALL THAT** the said Land, being Premises No.119 Netaji Subhash Road, Rajpur having an area of **146.40 Sataks** more or less with brick built building and the structure and erections, absolutely and forever.
- iii(l) That by an Agreement dated 17<sup>th</sup> May 1982 made between Giri Finance and Trading Limited as the Vendor therein and Esneena Private Limited as the Purchaser therein and registered with the office of Registrar of Assurances, Calcutta in Book no.I, Volume No.165, Pages 99 to 112 Being No.4204 for the year 1982, the said Giri Finance and Trading Limited agreed to sell and the said Esneena Private Limited agreed to purchase **ALL THOSE** brick built messuages tenements hereditaments houses sheds structures and Premises No.119 Netaji Subhash Road, Rajpur together with the pieces and parcels of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of **146.40 Sataks** (equivalent to 4 Bighas 8 Cottahs 10 Chittacks) more or less situate and lying at and comprised in **R.S. Dag Nos.178, 180, 186, 181, 179** and recorded in R.S. Khatian Nos.19 (under Khatian No.19/1), 174, 495 (under Khatian No.497), 129 & 174, all in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South), within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(m) That by an Indenture of Conveyance dated 15<sup>th</sup> January 1983 executed by Giri Finance and Trading Limited in favour of Esneena Private Limited, the said Giri Finance and Trading Limited sold conveyed and transferred to the said **Esneena Private Limited ALL THAT** the said Premises No.119 Netaji Subhash Road, Rajpur together with the pieces and parcels of land thereunto belonging whereon or on parts whereof the same

are erected and built containing an area of **146.40 Sataks** (equivalent to 4 Bighas 8 Cottahs 10 Chittacks) more or less, absolutely and forever.

- iii(n) That the said Esneena Private Limited was directed to be wound up by the Hon'ble High Court at Calcutta, by an order dated 14<sup>th</sup> November 1991 in Company Petition No.252 of 1989. Subsequently Hon'ble High Court, Calcutta, interalia directed for sale of the movables and immovables assets of the said Esneena Private Limited and in pursuance thereof the official Liquidator of the High Court, Calcutta by the following two Indenture of Conveyance both dt.2<sup>nd</sup> June, 1995 (details whereof are mentioned hereinbelow) for the consideration respectively therein mentioned granted sold conveyed and transferred unto and to Aarbur and Victor Auto Agency individually and severally **All That** the divided and demarcated portions of the said Premises No.119 Netaji Subhash Road, Rajpur, each portion containing an area of **73.20 Sataks**, absolutely and forever.
- iii(o) Accordingly, by virtue of the Indenture of Conveyance dated 2<sup>nd</sup> June 1995, made between Esneena Private Limited as the Vendor, M/s. Orchid Towers Private Limited as the Confirming Party and **Aarbur** as the Purchaser and registered with the Additional Registrar of Assurances-I, Kolkata in Book no.I, Volume No.45, Pages 317 to 333 Being No.1803 for the year 1995, as clarified by the Declaration dt.15<sup>th</sup> March, 2013 made by Aarbur and the said Victor Auto Agency and registered with the Additional Registrar of Assurances-I, Kolkata in Book no.I, CD Volume No.5, Pages 7287 to 7303 Being No.02475 for the year 2013, **M/s Aarbur** purchased and acquired and became entitled as the sole exclusive and absolute owner of **All That** divided and demarcated **Northern Portion** of the said Premises No.119 Netaji Subhash Road (presently Holding No.178), Rajpur containing an area of **73.20 Sataks or 31,886 sq. ft.** (being **one-half divided part** or share of the said **146.40 Sataks**), details whereof are mentioned hereunder:

R.S. Dag No. / Nature	R.S. Khatian No.	Total Area in Dag (in Sataks)	Area Owned by Aarbur (in Sataks)
178 / Sali	19	42	08.40
186 / Danga	497	50	23.00
179 / Bastu	174	64	41.00
181 / Bastu	129	52	00.80
<b>Total:</b>			<b>73.20</b>

- iii(p) That Aarbur got its name mutated as the owner of the said **73.20** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.946/2012.

- B1) By a Deed of Conveyance dated 12<sup>th</sup> June, 2013 registered in the office of the District Sub Registrar-IV South 24 Parganas, in Book I, CD Volume No.26, Pages 4008 to 4030 Being No.05009 for the year 2013 and made between (Smt.) Jyoti Burman therein referred to as the Vendor of the one part and the Promoters herein, therein referred to as the Purchasers of the other part, the Vendor thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the Promoters herein, **All Those** various pieces and parcels of land containing an area of **41.26 Sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) details whereof are mentioned hereunder, comprised in and being part of Holding/Premises No.130 (formerly 93 and prior thereto 88 and therefore 120) Netaji Subhas Road, Ward No.17 (formerly 16) within Rajpur Sonarpur Municipality (hereinafter for the sake of brevity referred to as "the **Second Property**"):

R.S. Dag No.	R.S. Khatian No.	Area purchased (in Sataks)
174 (part)	2507 (C.S. Khatian No.42)	14.62
175 (part)	2510 (C.S. Khatian No.73)	22
178	19	4.64

(part)	(C.S. Khatian No.19)	
<b>Total</b>		<b>41.26</b>

- B2) The title, whereby the said (Smt.) Jyoti Burman became the owner of the **Second Property** is narrated as follows:
- (i) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 3<sup>rd</sup> April 1928, and registered with the office of Alipore Joint Sub-Registry, Behala, in Book No.I, Volume No.15, Pages 230 to 233, Being No.1053 for the year 1928, Gobardhan Nath and others for the consideration therein mentioned, sold conveyed and transferred unto and to the one Hari Mohan Bhattacharya, amongst other properties, **ALL THAT** the piece and parcel of land containing an area of 25 Sataks out of 42 Sataks situate and lying at and comprised in and being the a portion of **Dag No.178**, recorded in Khatian No.19, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality;
- (ii) By another Saaf Bikray Kobala (Indenture of Conveyance) dated 13<sup>th</sup> October, 1939 and registered with the office of Sub-Registrar, Baruipur, in Book No.I, Volume No.46, Pages 252 to 254, Being No.3976 for the year 1939, Manik Chandra Das for the consideration therein mentioned, sold conveyed and transferred unto and to the said Hari Mohan Bhattacharya **ALL THAT** the piece and parcel of land containing an area of **27 sataks** situate and lying at and comprised in and being the entirety of **Dag No.175**, recorded in Khatian No.73, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality;
- (iii) That the said Hari Mohan Bhattacharya, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, (1) Dipak Kumar Bhattacharya, (2) Rupak Bhattacharya (being minor) and 3 daughters namely (3) Minati Bhattacharya, (4) Pranati Chakraborty (nee Bhattacharya) and (5) Jayanti Bhattacharya as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to, amongst other properties, the said 25 Sataks in **Dag No.178** and 27 Sataks in **Dag No.175**, aggregating to a total area of **52 Sataks**, absolutely and forever and each having equal 1/5<sup>th</sup> share therein;
- (iv) That under and by virtue of a Saaf Bikray Kobala (Indenture of Conveyance) dated 9<sup>th</sup> February, 1963 and registered with the office of Sub-Registrar of Baruipur in Book No.I, Volume No.23, Pages 223 to 234, **Being No.1120** for the year 1963, the said Dipak Kumar Bhattacharya, Minati Bhattacharya, Pranati Chakraborty and Jayanti Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one Ram Krishna Fouzdar, amongst other properties, **ALL THAT** the part and portion of land containing an area of **41.6 Sataks** being their **4/5<sup>th</sup> share** in the said **52 Sataks** in the said **Dag Nos.178 & 175**, absolutely and forever;
- (v) That under and by virtue of a Saaf Bikray Kobala (Indenture of Conveyance) dated 1<sup>st</sup> October, 1963 and registered with the office of Sub-Registrar of Baruipur in Book No.I, **Being No.10966** for the year 1963, the said Pranati Chakraborty as a guardian on behalf of his minor brother Rupak Bhattacharya, for the consideration therein mentioned, sold conveyed and transferred unto and to Ram Krishna Fouzdar, amongst other properties, **ALL THAT** the part and portion of land containing an area of **10.4 Sataks** being his **1/5<sup>th</sup> share** in the said **52 Sataks** in the said **Dag Nos.178 & 175**, absolutely and forever;
- (vi) That one Bechu Ram Das was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **ALL THAT** the piece and parcel of Danga land containing an area of **15 sataks** situate and lying at and comprised in and being the entirety of **Dag No.174**, recorded in Khatian No.2507 (Sabek Khatian No.42), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality, absolutely and forever;

- (vii) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 3<sup>rd</sup> October, 1963 and registered with the office of Sub-Registrar of Baruipur, in Book No.I, **Being No.10631** for the year 1963, the said Bechu Ram Das for the consideration therein mentioned, sold conveyed and transferred unto and to the said Ram Krishna Fouzdar **ALL THAT** the said **15 Sataks** in **Dag No.174**, absolutely and forever;
- (viii) In the events aforesaid, the said Ram Krishna Fouzdar became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to, amongst other properties, **ALL THOSE** the various pieces and parcels of land containing a total area of **67 sataks** (i.e. 0.67 Acres equivalent to 02 Bighas 00 Cottahs 8.56 Chittacks) more or less situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L. No.55, Police Station Sonarpur, District South 24-Parganas, details whereof are mentioned hereunder, with various sheds and structures thereat (hereinafter for the sake of brevity referred to as “the **Larger Property**”).

R.S. Dag No.	Nature of Land	R.S. Khatian No.	Total Area in Dag (in Sataks)	Area Owned (in Sataks)
174 (full)	Danga	2507 (C.S. Khatian No.42)	15	15
175 (full)	Bagan	2510 (C.S. Khatian No.73)	27	27
178 (part)	Sali	19 (C.S. Khatian No.19)	42	25
<b>Total</b>			<b>84</b>	<b>67</b>

- (ix) That by an Indenture of Conveyance dated 5<sup>th</sup> August 1997 and registered with the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, Being No.1149 in the year 1997, the said Ram Krishna Fouzdar for the consideration therein mentioned, granted sold conveyed and transferred unto and to **Smt. Jyoti Burman and Deepak Chowdhry**, amongst other properties, **ALL THAT** the said **Larger Property** measuring 67 Sataks, absolutely and forever in equal shares.
- (x) That the names of the said **Smt. Jyoti Burman and Deepak Chowdhry** was duly mutated as the owners of the Larger Property in the records of the B.L. & L.R.O., Sonarpur;
- (xi) That by a Deed of Gift dated 25<sup>th</sup> February, 2013 and registered with the Additional Registrar of Assurances-I, Kolkata, in Book No.I, CD Volume No.5, Pages 5828 to 5840, Being No.02412 for the year 2013, the said Deepak Chowdhry in consideration of the natural love and affection towards the said **Smt. Jyoti Burman** (being her sister) did thereby freely and voluntarily grant convey transfer assign and assure by way of gift unto and to the said **Smt. Jyoti Burman**, amongst other properties, **ALL THAT** his **one-half undivided part or share** in the Larger Property, absolutely and forever;
- C. In the events aforesaid, the Promoters herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said First Property and Second Property, both aggregating **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in R.S. Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L. No. 55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, in Ward No. 17, Rajpur Sonarpur Municipality (hereinbefore collectively referred to as “the **said Premises**”) and subsequently the Promoters have got their names mutated in the records of Rajpur Sonarpur Municipality in respect of the sad Premises.



**Annexure "A"**

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- (ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **SAID PREMISES** shall mean the **All That** the piece or parcel of land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, Kolkata 700 149 in Ward No.17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- vi) **PROJECT/BUILDING/S AND/OR NEW BUILDING/S** shall mean the New Residential Building/project named "**AMAYA RESIDENCES**" proposed to be constructed at the said Premises and for the time being containing several Blocks and containing several independent and self contained flats/apartments, parking spaces and other constructed areas.
- vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean the persons who for the time being have purchased or agreed to purchase from the Promoters any Unit in the Building and have taken possession thereof (including the Promoters for those Units and other constructed spaces not alienated by them and/or reserved and/or retained by them for their own exclusive use).
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Promoters for exclusive use and enjoyment by the occupants of the Said Premises.  
  
**It is clarified that** the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats/apartments, exclusive greens / gardens attached to any particular flat or flats/apartments and other open and covered spaces at the Premises and the Buildings which the Promoters may from time to time express or intend not to be so included in the common areas and installations and the Promoters shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.
- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.

- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean the independent and self-contained flats/apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said premises and wherever the context so permits or intends shall include the servant's quarter / store room and/or Parking Space/s and/or exclusive right to use of roof/s / terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats/apartments.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Buildings / Blocks at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoters at their sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee thereof having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking, then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment.
- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xv) **CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Buildings and the Premises, attributable to such Unit as shall be determined by the Promoters in their absolute discretion. In case any terrace / roof be attached to any flat, then one-half area of such terrace / roof shall be taken as Chargeable Area thereof.
- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the chargeable area of the said Unit may bear to the chargeable area of all the Units in the Said Premises;  
**PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xvii) **SAID UNIT** shall mean the Residential Flat No. \_\_\_\_\_ on the \_\_\_\_\_ (\_\_\_\_\_) **floor** of the Block \_\_\_\_ Tower \_\_\_\_\_ of the Buildings to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoters as mentioned in **PART-II** of the **THIRD SCHEDULE** to these presents **and wherever the context so permits** shall include the servant's quarter / store room if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided indivisible impartible variable share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoters for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoters in their absolute discretion.
- xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoters shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoters.
- xx) **DEEMED DATE OF POSSESSION /DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 5 hereinafter or the date of expiry of the period specified in the notice by the Promoters or any of them to the Allottee to take possession of the said Unit in terms of the said clause 5 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxi) **ARCHITECTS** shall mean M/s. INNATE of 26/2 Ballygunge Circular Road, 3<sup>rd</sup> Floor, Kolkata 700 019 or such other Architects as may be appointed by the Promoters from time to time for the Buildings;
- xxii) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 4<sup>th</sup> Floor, Kolkata 700001 appointed for the said Project at the said Premises;
- xxiii) **PLAN** shall mean the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide Building Permit No. 2198/CB/17/62 dated 17/03/2015 as further renewed on 27/08/2018 for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoters. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoters shall be entitled to construct and deal with the same, to which the Allottee hereby consents.
- xxiv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE**

**GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.**

- xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;

**Annexure "B"****MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoters and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings 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 their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout **Provided That** in case of emergencies / exigencies, not such notice shall be required to be given;
  - (d) to use their respective flats/apartments (and servant's quarter, if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.);
  - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
  - (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.
  - (i) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoters and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
  - (k) 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 Premises or may cause any increase in the premia payable in respect thereof.
  - (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
  - (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
  - (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
  - (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial

repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(p) not to let out transfer or part with the possession of the parking right or the servant quarter / store room, if any agreed to be allotted and/or granted to them independent of the flats/apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats/apartments / commercial spaces to any other allottee of flat in the Buildings and none else.

(q) In case any Open Terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the allottee thereof in relation thereto:

i) The allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the flat owned by such allottee in the said buildings);

ii) The allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;

iii) The allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.

(r) In the event any Allottee has been allotted any right of car parking motor car or other vehicle within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

(i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;

(ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;

(iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;

(iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;

(v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoters or any of them and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said buildings and the said premises.

**(vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoters and each of them with regard thereto.**(s)

In the event any Allottee has been allotted any servant's quarter / store room, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

(i) The Allottee shall use such servant's quarter / store room only for the purpose of residence of his servant or storage, as applicable, and for no other purpose whatsoever;

- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter / store room or allow or permit any one to use such servant's quarter / store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter / store room, independent of his Unit,;
- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoters or any of them and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters / store room.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter / store room and shall indemnify and keep saved harmless and indemnified the Promoters and each of them and the Maintenance Company with regard thereto.
- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoters and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Rajpur Sonarpur Municipality, Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoters or any of them in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoters and each of them and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (z) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Rajpur Sonarpur Municipality.
- (aa) not to fix or install air conditioners in their respective flats/apartments save and except at places where provision has been made by the Promoters for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoters penalty charges of a sum calculated @Rs.200/= (Rupees Two Hundred) only per sq. ft., of the chargeable area of such Allottee's flat and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air

conditioner/s to be installed in their respective flats/apartments approved by the Promoters and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats/apartments.

(bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoters or any of them or the Maintenance Company differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoters or any of them or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings and if so done by any Allottee, such Allottee shall be liable to pay to the Promoters, liquidated damages assessed @Rs.200/= (Rupees Two Hundred) only per sq. ft. of the chargeable area of such Allottee's flat. Such Allottee shall also be liable to reimburse to the Promoters and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.

(cc) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoters penalty / charges of a sum calculated @Rs.200/= (Rupees Two hundred) only per sq. ft., of the chargeable area of the concerned flat.

(dd) to bear and pay and discharge exclusively the following expenses and outgoings:-

- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Rajpur Sonarpur Municipality Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Rajpur Sonarpur Municipality proportionate share of all such rates and taxes assessed on the Premises or pay the same to Promoters or any of them, as be intimated by the Promoters from time to time;
- ii) All other taxes land revenue impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoters and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoters or any of them and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoters or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance



charges calculated @Rs.2.50 (Rupees Two and Fifty Paise) only per square foot per month of the Chargeable Area of their respective units. 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 the general escalation in the market rates of such services.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoing proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).
  - (ee) to observe such other covenants as be deemed reasonable by the Promoters and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
  3. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount 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:
    - (i) disconnect the supply of electricity to the said Unit;
    - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
    - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
    - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
  4. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Allottee shall not hold the Promoters or any of them or the Maintenance In-charge responsible for the same in any manner whatsoever.