

AGREEMENT

This Agreement (“**Agreement**”) executed on this _____ (Date) day of _____ (Month), 20____,

By and Between

Specturm Complex Private Limited, (CIN no. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Room No. 5B, 5th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AALCS0212N**), represented by its authorized signatory _____, *vide* board resolution dated _____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

AND

West Bengal Electronics Industry Development Corporation Limited, a Government of West Bengal undertaking having its present registered office at Webel Bhavan, Block EP & GP, Bidhannagar, Sector V, Salt Lake, Kolkata 700091, Police Station Electronics Complex, Post Office Sech Bhawan, Sector V (Bidhannagar), North 24 Parganas, represented by _____, hereinafter called the “**Sub Lessor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) *[If Required]*.

The Promoter, the Allottee and the Sub Lessor (if required) shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,-

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Section**” means a section of the Act..

WHEREAS:

- A. The Promoter is the sub lessee of land measuring 0.4862 (zero point four eight six two) *acre*, more or less, **together with** structures thereon, situate, lying at and being Municipal Premises No. X-2, Block EP and GP, Sector V, Salt Lake City, Kolkata-700091, Police Station Bidhannagar Electronic Complex, within the jurisdiction of Nabadiganta Industrial Township Authority, Sub-Registration District Bidhannagar, District North 24 Parganas (“**Said Land**”) *vide* (i) Indenture dated 17th November, 1995, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, Volume No.97, at Pages 445 to 466, being Deed No.4466 for the year 1995 (ii) Transfer Deed dated 24th March, 2008, registered in the Office of the District Sub-Registrar II at Barasat, North 24 Parganas, in Book No. I, CD Volume No.3, at Pages 15373 to 15387, being Deed No.02216 for the year 2008 and (iii) Deed Of Rectification/Declaration Of the Sub Lease Deed dated 17th January, 2017, registered in the Office of the Additional Registrar of Assurances IV, Kolkata, in Book

- No. I, being Deed No.I-1904-00504/2017.
- B. The Said Land is earmarked for the purpose of building a [partial self use/partial commercial] project, comprising G + 17 multistoried unit buildings and the said project shall be known as '**Arch Square**' ("**Project**")
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Nabadiganta Industrial Township Authority has granted the commencement certificate to develop the Project vide approval dated 21st October, 2011 bearing registration no. V/NDITA/BP-36;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the unit, plot or building, as the case may be, from the Nabadiganta Industrial Township Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee had applied for an unit in the Project vide application no. _____ dated _____ and has been allotted unit no. _____ having carpet area of _____ square feet, on _____ floor in **Arch Square** along with garage/covered parking no. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "**Unit**" more particularly described in Schedule A and the floor plan of the unit is annexed hereto and marked as Schedule B **together with** pro rata share in the common areas of the Project (**Share In Common Areas**) and also **together with** undivided, impartible, proportionate and variable share in the land underneath the Project, as be attributable and appurtenant to the Said Unit ("**Land Share**"). The Said Unit, the Said Parking Space (if any), the Share In Common Areas and the Land Share below (collectively "**Said Unit And Appurtenances**");
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Promoter is entitled to sub-let/sub-lease/assign the Said Unit And Appurtenances and if required, the Sub Lessor has agreed to execute and confirm this Agreement;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed

upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the garage/covered parking (if applicable) as specified in paragraph G.

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 Unit as specified in paragraph G.
- 1.2 The Total Price payable for the Said Unit And Appurtenances is more particularly mentioned in Schedule C below.

Explanation:

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Said Unit And Appurtenances.
- (ii) In addition to the Total Price, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of the Project and/or with respect to the Said Unit And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Unit And Appurtenances, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

Notwithstanding anything mentioned hereinabove, it is clarified 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule C below 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 the Said Unit And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project but excludes Taxes and maintenance charges.

- 1.3. The Total Price is escalation-free, save and except escalations/increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government 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 authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee shall make the payment as per the payment plan set out in Schedule C (**"Payment Plan"**).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ __% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the Said Unit, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may 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. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.
- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the 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 Unit allotted to the Allottee, the Promoter shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Unit. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8. Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Unit And Appurtenances:
 - (i) The Allottee shall have exclusive entitlement of the Said Unit.

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project (described in Schedule E below). Since the share/interest of the Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Project along with other occupants/Allottee of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Project (described in Schedule E below) to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) The computation of the price of the Said Unit And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project but excludes Taxes and maintenance charges.
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Said Unit along with the Said Parking Space 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 Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, *Khazna* or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum equivalent to Rs. 1,00,000/- (Rupees one lac) out of the total price as booking amount being part payment towards the Total Price of the Said Unit And Appurtenances which includes token amount/any advances paid 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 Said Unit And Appurtenances as prescribed in the Payment Plan [specified in Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Unit, 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 Unit to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and 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 rules and regulations of the Nabadiganta Industrial Township Authority and shall not have an option to make any variation/alteration/modification in such

plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT/PLOT:

- 7.1 **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit 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 Project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, 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* from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. 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, within 21 (twenty one) days of the Date Of Possession Notice, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the unit/plot, as the case may be, to the allottee at the time of transfer/sub lease/assignment of the same.
- 7.3 **Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per paragraph 7.2, the Allottee shall take possession of the Unit 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 Unit to the allottee. In case the Allottee fails to take possession within the time provided in paragraph 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in paragraph 7.2.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in

the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in paragraph 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 Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

The 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 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 are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit 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 Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement 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 Unit 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 Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the transfer/sub lease/assignment deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of Allottee 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 Land) 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 Unit 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 unit 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, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; 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 unit, 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 Unit, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. TRANSFER/SUB LEASE/ASSIGNMENT OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the Unit as per paragraph 1.2 under the Agreement from the Allottee, shall execute a transfer/sub lease/assignment deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the transfer/sub lease/assignment deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the transfer/sub lease/assignment deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE PROJECT/UNIT/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 Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been

included in the Total Price of the Unit.

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 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, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee 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 Allottee and/or maintenance agency to enter into the Unit 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 named **Arch Square**, 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 basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

15.1 Subject to para 12 above and the Covenants stated in Schedule F below, the Allottee shall, after taking possession, be solely responsible to maintain the Unit 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 Unit, 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 Unit 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 Unit.

- 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 Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Unit 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.

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 [Unit/Plot/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 [Unit/Plot/Building].

19. APARTMENT OWNERSHIP ACT:

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties

with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit/plot/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 ALLOTTEE:**

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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 Unit bears to the total carpet area of all the [Units/Plots] 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

M/s. Spectrum Complex Private Limited

Room No. 5B, 5th Floor, Siddha Park, 99A, Park Street, Kolkata-700016

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

30. JOINT ALLOTTEE:

That in case there are Joint Allottee 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 Allottee.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph
Please affix photograph and sign across the photograph

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix photograph and sign across the photograph
--

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED (If Required):

Sub Lessor:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE 'A'

Unit No. _____ floor, having carpet areas approximately _____ (_____) square feet, more or less, and 1 (one) mechanical (Puzzle) car parking space at the basement level in **Arch Square**, situated upon land measuring 0.4862 (zero point four eight six two) *acre*, more or less, situate, lying at and being Municipal Premises No. X-2, Block EP and GP, Sector V, Salt Lake City, Kolkata-700091, Police Station Bidhannagar Electronic Complex, under Nabadiganta Industrial Township Authority, Sub-Registration District Bidhannagar, District North 24 Parganas and butted and bounded as follows:

On the North : By Municipal Premises No. X-1
On the East : By Municipal Premises No. D
On the South : By 15 (fifteen) feet wide Municipal Road
On the West : By 6 (six) feet wide Common Passage

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Project.

SCHEDULE 'B'

PLAN

SCHEDULE 'C'

The Total Price payable for the Unit is Rs. _____
(Rupees _____) and Rs. _____, for parking

space in the Mechanical/Puzzle Parking Space , thus totaling to Rs...../-
() for the Unit and Appurtenances

(Payment Plan)

Sl.No.	Payment Stage	Percentage of Amount (Rs.)
1	On Application	Rs.1,00,000/-
2	On Allotment of Said Unit	10% of total consideration (less Booking Amount) + Applicable GST
3	On Execution of Agreement	10% of total consideration + Applicable GST
4	On Commencement of Piling of the Said Block /Building	10% of total consideration + Applicable GST
5	On Completion of Ground Floor Roof Casting	10% of total consideration + Applicable GST
6	On Completion of 2nd Floor Roof Casting	10% of total consideration + Applicable GST
7	On Completion of 4th Floor Roof Casting	10% of total consideration + Applicable GST
8	On Completion of 6th Floor Roof Casting	10% of total consideration + Applicable GST
9	On Completion of 8th Floor Roof Casting	10% of total consideration + Applicable GST
10	On Completion of 10th Floor Roof Casting	10% of total consideration + Applicable GST
11	On Completion of 12th Floor Roof Casting	5% of total consideration + Applicable GST
12	On Offer of Possession	5% of total consideration + Applicable GST + Extra Charges

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 100/- per sq ft on Carpet Area/- (Rupees one hundred) per square feet, based on the carpet area of Said Unit, to the Promoter.	
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the	

Common Areas, proportionately, to the Promoter.	
Generator: stand-by power supply to the Said Unit from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoter (minimum 4 (four) KVA required)	
Electricity Meter for Said Unit: security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Unit, at actual, estimated to be Rs.5,000/- (Rupees five thousand) per KVA of allotted load	
Legal Fees, Stamp Duty and Registration Costs: fees of Messieurs Saha & Ray, Advocates, who have drawn this Agreement and shall draw all further documents. The fee is Rs.20/- (Rupees twenty) per square feet of the super built-up area of the Said Unit. 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date Of Possession. Stamp duty, registration fees, fixed miscellaneous expense of Rs.5,000/- (Rupees five thousand) for registration at the Office of the Registrar during normal office hours and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter.	
Common Expenses/Maintenance Charges and Rates & Taxes: common expenses/maintenance charges described in the Schedule G below plus 15% (fifteen percent) thereof as administration/professional charges along with NDITA Tax, West Bengal Electronics Industry Development Corporation Limited's Tax, Land Revenue (<i>Khazna</i>), surcharge, levies, cess etc., proportionately from the Date Of Possession Notice. It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions. Simultaneously with the payment of the last installment of the Total Price, the Allottee shall pay to the Promoter a consolidated sum @ Rs.50/- (Rupees fifty) per square feet of the super built-up area of the Said Unit, as sinking fund and 3 (three) months estimated Common Expenses/Maintenance Charges and electricity consumption charges as security deposit. It is clarified that (1) the Project may be maintained through the Facility Manager in which event all payments shall be made by the Promoter to the Facility Manager (2) the estimated Common Expenses/Maintenance Charges will be @ Rs.6/- (Rupees six) per square feet and (3) the supervision of maintenance of the Project shall be handed over by the Promoter to a body of Unit Sub Lessor of the Project, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Sub Lessorhip Act, 1972	
Transfer Fees: The Allottee shall bear and pay all transfer charges and fees for transfer of the Said Unit And Appurtenances to the concerned departments and authorities	

SCHEDULE 'D'

Specifications

Specification for Said Unit:

Bricks	<ul style="list-style-type: none"> • External Walls: 250 mm thick with cement mortar (1:6) using bricks. • Partition Walls: 125 mm thick with cement mortar (1:4) using bricks.
Plaster	<ul style="list-style-type: none"> • Wall Plaster: Outside surface 20 mm thick (1:6 cement mortar). • Inside Plaster: 12 mm thick (1:6 cement mortar). • Ceiling Plaster: 6 mm thick (1:4 cement mortar).
Flooring	<ul style="list-style-type: none"> • Office area to be bare shell. •
Sanitary	<ul style="list-style-type: none"> • Provision for outlet for WC/urinal and Wash Basin to be provided
Door and Windows	<ul style="list-style-type: none"> • Frame Wooden frame with solid flush door including fittings such as locks , hinges , handles etc. • All windows would have Anodised Aluminium Windows/curtain wall as per the design and specification of the Architect.
Electricals	<ul style="list-style-type: none"> • Main supply to be provided at one point near the entrance to the Said Unit. • Space for installation of ductable Split Air Conditioner.
Painting and Finishing	<ul style="list-style-type: none"> • Internal faces of the walls - Good quality plaster of paris.

Specification for Common Portions of Project and Said Land:

Bricks	<ul style="list-style-type: none"> • External Walls: 250 mm thick with cement mortar (1:6) using bricks /infill bricks. • Partition Walls: 125 mm thick with cement mortar (1:4) using bricks.
Plaster	<ul style="list-style-type: none"> • Wall Plaster: Outside surface 20 mm thick (1:6 cement mortar). • Inside Plaster: 12 mm thick (1:6 cement mortar). • Ceiling Plaster: 6 mm thick (1:4 cement mortar).
Staircase	<ul style="list-style-type: none"> • Furnished with good quality Kota stone/granite and MS steel railing. • Fire check door in the staircase capable of holding back fire for 2 (two) hours.
Flooring	<ul style="list-style-type: none"> • Lobby at ground floor to be with Italian Marble/Granite as

	<p>per decision and specification of the Architect.</p> <ul style="list-style-type: none">• Upper floor lobby to be of Vitrified tiles /Kota.• Vitrified Tile/ Kota Flooring in corridor as per the design and specification of the Architect.
Roof Treatment	<ul style="list-style-type: none">• Waterproof treatment finished with screed concrete etc. with proper slope.
Water tanks	<ul style="list-style-type: none">• RCC underground and over-head water tank.
Electricals	<ul style="list-style-type: none">• Electrical mains of good quality copper wire.
Telephone	<ul style="list-style-type: none">• Central distribution box at ground floor with a network of inbuilt telephone wiring to each unit.
Painting and Finishing	<ul style="list-style-type: none">• Outside Face of External Walls: latest weather proof non-fading exterior paint permanent finish with structural glazing.• Internal Face of Walls: Plaster of Paris/Putty over Plaster.• Aluminum window with glazing.
Sanitary (Common area)	<ul style="list-style-type: none">• Good Quality WC/urinal and Wash Basin• Chromium Plated fittings.

SCHEDULE 'E'

Common Areas

- Ground Floor Lobby of the Project to be air conditioned.
- 4 (four) numbers of 20 (twenty) passenger Lifts and machine rooms and lift wells of the Project.
- Low U-factor double-layered tinted glass to reduce solar heat gain in the Project.

- Use of external brick wall of the Project for better thermal insulation.
- Double glazed, insulated and anti-reflection coated glass on the front elevation of the Project.
- U.G.R. (Domestic + Fire) and O.H.R. on stair roof.
- Drainage and sewerage system to be provided in the Project and for the Said Land.
- Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions to be provided for the Project and the Said Land.
- Electricity meters for common installations and utilities and space for their installation.
- Fire Suppression system in the Project and the Said Land in compliance with WBFS norms.
- 24 hour water supply and lighting arrangement.
- Pump room with all accessories i.e. pumps, panels etc.
- Installations for receiving and distributing electricity from supply.
- Adequate earthing system for safe and secure operation of electrical installations.
- Generator of adequate capacity to provide back-up for the operation of all common areas, equipment like computers, pumps and lifts.
- Boundary walls and main gates to be provided for the Said Land.
- Internal Roads and Driveways to be constructed as per the standard norms for the Said Land.

SCHEDULE 'F'

(Covenants)

The Allottee covenants with the Promoter (which expression includes the body of Unit holders of the Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Allottee Aware of and Satisfied with Common Portions and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement.
2. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Rates & Taxes (proportionately for the Project and wholly for the Said Unit And Appurtenances, from the Date Of Possession Notice and until the Said Unit And Appurtenances is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation). If the Allottee delay in paying the Rates & Taxes, the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.
3. **Allottee to Pay for Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation).
4. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions.
5. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Unit And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Unit And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
6. **Obligations of Allottee:** On and from the Date Of Possession Notice, the Allottee shall:
 - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Project by the Promoter/the Facility Manager/the Association (upon formation).
 - (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Project.

- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances and the Common Portions.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Unit owners. The main electric meter shall be installed only at the common meter space in the Said Land. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the Project save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).
- (e) **Specified Use:** use the Said Unit for IT/ITES purpose only. The Allottee shall not use or allow the Said Unit to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior color scheme of the Said Unit and the Project and (2) design and/or the colour scheme of the windows and grills of the Said Unit. In the event the Allottee make any alterations/changes, the Allottee shall compensate the Promoter/the Association (upon formation) (as the case may be) as estimated by the Promoter/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Project.
- (h) **No Sub-Division:** not sub-divide the Said Unit And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the name of the Project from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Unit or the Common Portions or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Promoter/Facility Manager/Association:** not obstruct the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on other portions of the Said Land and transferring or granting rights to any person on any part of the Said Land (excepting the Said Unit).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit.

- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation) for the use of the Common Portions.
 - (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
 - (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit or the Common Portions.
 - (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit.
 - (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Unit/Project **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Unit.
 - (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or operate any machine **save** usual appliances.
 - (t) **No Installing Generator:** not install or keep or run any generator in the Said Unit.
 - (u) **No Use of Machinery:** not install or operate any machinery or equipment except usual appliances required for setting up/operating IT/ITES industry.
 - (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Unit.
 - (w) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee and/or invitees or employees of the Allottee, the Allottee shall compensate for the same.
 - (x) **No Dish Antenna:** not install or cause to be installed individual Dish Antenna in the Said Unit/Common Portions.
 - (y) **No External Collapsible Gates:** not install or cause to be installed collapsible gate outside the main door of the Said Unit without permission of the Promoter/the Association (upon its formation).
7. **Notification Regarding Letting:** If the Allottee let out or sell the Said Unit And Appurtenances, the Allottee shall immediately notify the Promoter/the Facility Manager/the Association (upon formation) of the tenant's/Allottee' address and telephone number. However, such letting out or transfer of the Said Unit And Appurtenances by the Allottee can only take place with prior approval of the same by the Sub Lessor.
8. **No Right in Other Areas:** The Allottee shall not have any right in the other portions of the Said Land and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Said Land.

9. **Nomination:** The Allottee admits and accepts that before the execution and registration of deed of Sub Lease/Transfer/Assignment of the Said Unit And Appurtenances but not before 12 (twelve) months from the date of execution of this Agreement, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of Rs.100/- (Rupees one hundred) per square feet as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- 9.1 The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- 9.2 The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter.
- 9.3 The Allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Legal Advisors towards the tripartite Nomination Agreement.
- 9.4 Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid nomination charge.

SCHEDULE 'H'

Common Expenses

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Project and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Unit) walls of the Project] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump 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 and the road network.
7. **Rates and Taxes:** *Khazna* and Statutory Tax, surcharge, Water Tax and other levies in respect of the Project **save** those separately assessed on the Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.