

**DRAFT FOR APPROVAL**

**AGREEMENT FOR SALE**

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

**By and Between**

**PRABHA HIGHRISE LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 18,Rabindra Sarani, Poddar Court, Gate N, - 4, 7<sup>th</sup> Floor, Suite No. 703&704, Police Station - Hare Street and Post Office-, Kolkata-700001 having LLPIN AAM-7559, PAN AAVFP9541N represented by its Designated Partner Mr. Harish Kumar Giria son of Mr. Lalit Kumar Giria residing at CD-35, Sector-I, Salt Lake City, Police Station and Post Office – Bidhannagar, Kolkata – 700064, having PAN AIRPG3901B authorized vide resolution dated \_\_\_\_\_; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

(1) \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station – \_\_\_\_\_, Post Office – \_\_\_\_\_, Kolkata-\_\_\_\_\_ (PAN \_\_\_\_\_), (2) \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station – \_\_\_\_\_, Post Office – \_\_\_\_\_, Kolkata-\_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their and each of their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

(1) **LILYGOLD VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station - Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154282 and PAN AABCL8863G, (2) **DHANLABH DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154274 and PAN AADCD6063A, (3) **SUBHDHAN TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154285 and PAN AAOC9103R, (4) **SUBHDATA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154284 and PAN AAOC9104J, (5) **DHANRAKSHA TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154280 and PAN AADCD6064H, (6) **PUSHAPRATAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51509WB2010PTC154283 and PAN AAFCP7005E, (7) **TOPVIEW VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-

700041 having CIN U51909WB2010PTC154286 and PAN AADCT6297N, (8) **GULSHAN MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154281 and PAN AADCG9929L and (9) **BRIJBHUMI TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154273 and PAN AAECB2990F all represented by their constituted attorney /Authorized Representative \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_years, residing at \_\_\_\_\_, Police Station – \_\_\_\_\_, Post Office – \_\_\_\_\_, Kolkata-\_\_\_\_\_ (PAN \_\_\_\_\_) authorized vide resolution dated .....; hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns);

The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

- I. **Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires:-
- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
  - (d) "**Section**" means a section of the Act.

**WHEREAS:**

- A. The Owners are the full and lawful owners of piece or parcel of land containing an area of 0.83 acre or 83 Satak more or less comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet, in the District of North 24 Parganas described in Schedule A ("**said Land**") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the promoter have entered into a joint development agreement dated 4<sup>th</sup> May, 2019 between the Owners and the Promoter and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I CD Volume No. 1904-2019 Pages 237886 to 237974 Being No. 190405343 for the year 2019 ("**Development Agreement**").
- B. The said Land is earmarked for the purpose of building primarily a residential project comprising of different Types of several house buildings each with earmarked exclusive surrounding areas in a sub-plot and the said project shall be known as 'AXOR' ("**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 sanction of plan in respect of the house buildings and one facility building has been sanctioned by the Rajarhat Panchayat Samity vide Approval Order No. 918 dated 2<sup>nd</sup> June, 2020.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the house building from Rajarhat Panchayat Samity/Patharghata Gram Panchayat. The Promoter agrees and undertakes that it shall not make any changes to any house building allotted to the Allottee hereto 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 Kolkata on \_\_\_\_ under registration no. \_\_\_\_.
- G. The Allottee had applied for a house building of Type \_\_\_\_ in the Project vide application No. \_\_\_\_ dated \_\_\_\_ and has been allotted house building no. \_\_\_\_ having a total aggregate carpet area of \_\_\_\_ square feet more or less including the balcony, staircase, landing, lobby, toilets etc., (hereinafter referred to as "**Designated House Building**") and space for parking medium sized car And exclusive perpetual use of the demarcated portion admeasuring \_\_\_\_ Square feet more or less ("**Designated Plot**") out of the said Land And pro rata share in the common areas ("**Common Areas**") as mentioned in Schedule \_\_ hereto (all collectively "**Designated Property**"). The Designated Plot, the Designated House Building to be constructed on part thereof, the space for parking forming part thereof are all more particularly described in Schedule A and the plan of the Designated Property is annexed hereto and marked as Schedule B. The consideration payable by the Allottee in respect of the Designated Property is to be shared between the Owners and the Developer in the ratio agreed under the Development Agreement;
- 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 other additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated House Building including the parking and other appurtenances as specified in para G above.
- III NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. **TERMS:**

**1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated House Building and space for parking \_\_\_ medium sized car And exclusive perpetual use of the Designated Plot And pro rata share in the Common Areas.

**1.2** The Total Price for the Designated Property and appurtenances based on the carpet area of the Designated House Building is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and Taxes of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**") as per breakup given below(Give break up and description):

	Rate of House building per square feet. * (Package Price)
House building No. _____ Floors: G+2+roof	Rs. _____/-
Exclusive balcony or verandah	Included in Total Price above
Exclusive Open Terrace	No separate charges
Proportionate Common Area	No Separate Charges
Preferential Location Charges	Not applicable
Parking -1	No Separate Charges
Parking – 2	No Separate Charges
(a) Consolidated Price (in rupees) without Taxes	Rs. _____/-
(b) Other Charges	As per clause 8 of Schedule A-2
(c) Taxes (The Goods and Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates)	Rs, _____/-
Total Price in Rupees(not including Sl. No. b above)	Rs. _____/-

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Property;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Property to the Allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the Completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

- (iii) The Promoter for itself and on behalf of the Owner shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Designated Property includes recovery of price of appertaining land, construction of not only the Designated House Building but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the house building, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Property and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the

same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee 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 not change to inferior specifications and the nature of fixtures, fittings and amenities than as described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the Designated House Building and Common Areas without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the 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 beyond 3% of the area specified herein, then the 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 found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the house building, allotted to Allottee, the Promoter may demand the increased amount for up to 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement or on pro-rate basis.

[\* or such other certificate by whatever name called issued by the competent authority.]

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Property as mentioned below.
  - (i) The Allottee shall have exclusive ownership of the Designated House Building.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Except as regards the Designated Plot which shall be for exclusive use of the Allottee, since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the same along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly

obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) That the computation of the price of the Designated Property includes recovery of price of appertaining land, construction of not only the Designated Property but also proportionately the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the house building, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Property and the Project as per Schedule D and Schedule E hereto;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Designated House Building subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the Designated House Property along with \_\_ (\_\_) parking and the Designated Plot containing the same shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the allottees of the Project.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Designated Property to the Allottee, which it has until then collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages (if taken by the Promoter) or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Property and created by the Promoter. If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon (if taken by the Promoter) before transferring the Designated Property to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being part payment towards the Total Price of the Designated Property until or at the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Property as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers

cheque or online payment (as applicable)] in favour of \_\_\_\_\_ payable at \_\_\_\_\_. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said house building applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Designated Property, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Property to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT / DESIGNATED HOUSE BUILDING:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Property and accepted the building and floor plans, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes



to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Panchayat rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE DESIGNATED PROPERTY:**

**7.1 Schedule for possession of the said Designated Property-**

The Promoter agrees and understands that timely delivery of possession of the Designated Property to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Property along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 30 months with a grace period up to 6 months unless there is delay or failure due to war, flood, epidemic, pandemic, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Property.

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 the Owner and that the Promoter and the Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession -** The Promoter, upon obtaining the completion certificate \* from the competent authority in respect of the Designated House Building shall offer in writing the possession of the Designated House Building and the Designated Plot, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the Allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate in respect of the Designated House Building Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the Designated House Building. The Promoter shall hand over the copy of the completion certificate of the Designated House Building to the Allottee at the time of conveyance of the same.

[\* or such other certificate by whatever name called issued by the competent authority.]

### **7.3 Failure of Allottee to take Possession of Designated House Building-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated House Building and Designated Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated House Building and Designated Plot 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 properly maintain the Designated Property and pay maintenance charges as specified in para 7.2 and all taxes and outgoings relating to the Designated Property and for all damages to the Designated Property and/or other parts of the building.

### **7.4 Possession by the Allottee** - After obtaining the completion certificate \* and handing over physical possession of the Designated House Building 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 allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate in respect of all the house buildings at the Project.

[\* or such other certificate by whatever name called issued by the competent authority.]

### **7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against transfer of the Designated Property to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

### **7.6 Compensation** – The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Owner/Promoter and the Owner/Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated House Building and the Designated Plot (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 the Promoter in respect of the Designated Property, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Property 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 Owner and Promoter hereby respectively represents and warrants to the Allottee as follows:

- (i) The Owner 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 the Promoter has absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from M/s \_\_\_\_\_ for construction of the Project by mortgaging the said Land and the construction, there are no encumbrances upon the Designated House Building and appertaining share in said Land or in the Project;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Property;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated House Building are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Designated House Building 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) Save and except the said Development Agreement and transfer of other portions of the Project to other persons, the Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Property which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Designated House Building to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated House Building and the

Designated Plot to the Allottee and the common areas to the association of allottees upon the same being registered or the competent authority as the case may be;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the Completion certificate has been issued in respect of the Designated House Building and proportionate share (attributable to the Designated Property) thereof till the period mentioned in the intimation to the Allottee to take possession of the Designated Property along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of allottees when registered or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Designated House Building and the Designated Plot to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the designated house building shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Property, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Property in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Property to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### **10. CONVEYANCE OF THE SAID HOUSE BUILDING:**

The Promoter, on receipt of Total Price of the Designated Property as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated House Building together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate\* to the Allottee:

[\* or such other certificate by whatever name called issued by the competent authority.]

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner and the Promoter within 3 months from the date of issue of Completion certificate in respect of the Designated House Building. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

**11. MAINTENANCE OF THE BUILDING / HOUSE BUILDING / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the Completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Property.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship in respect of the Designated House Building, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is and till the Promoter maintains the same is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of Completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

**13. RIGHT TO ENTER THE HOUSE BUILDING FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, surrounding spaces at the Designated Plot, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Designated Property 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 Service Areas:** The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to transformer, underground water tanks, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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 HOUSE BUILDING:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Property at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Property, or the common areas including, common passages, corridors, circulation areas, community centre with all common installations (including staircases etc., thereat) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Property and keep the Designated Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and

proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Designated House Building or anywhere on the exterior of the Designated Plot, Project, building/s 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 Designated Property or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Property.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Designated Property 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 Designated Plot after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Property and if any such mortgage or charge is made or created then notwithstanding any contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Designated Property.

**19. RELEVANT STATE ACT:**

The Promoter has assured the Allottee that the project in its entirety may in due course be submitted in accordance with the provisions of the applicable laws, if any for House building Ownership in West Bengal. The Promoter showing compliance of the said laws/regulations as applicable .

**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/ Registrar of Assurances/District Registrar (as the case may be) 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/ Registrar of Assurances/District Registrar (as the case may be) for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Property.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Property and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Designated Property, in case of a transfer, as the said obligations go along with the Designated Property 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 [Schedule 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated House Building bears to the total carpet area of all the House buildings in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata and 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/ Registrar of Assurances/District Registrar (as the case may be). Hence this Agreement shall be deemed to have been executed at Kolkata.

**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 and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient, at their respective addresses specified below :

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

Allottee Address: \_\_\_\_\_

Email id of Allottee: \_\_\_\_\_

Promoter Name: - **PRABHA HIGHRISE LLP**

Promoter Address: 18 Rabindra Sarani, Poddar Court, Gate No. 4, 7<sup>th</sup> Floor, Suite No. 703&704, Police Station- Hare Street and Post Office-, Kolkata-700001.

prabhabackoffice@gmail.com (email id of Promoter with Attention to Mrs. Daya Sharma)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id 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 and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

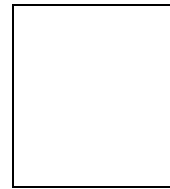
Allottee: .....

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(3) Signature \_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_



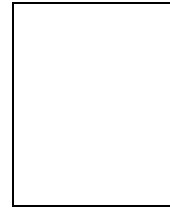
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_



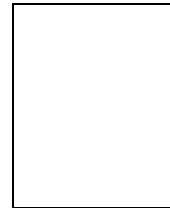
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

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

Name \_\_\_\_\_

Address \_\_\_\_\_



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

WITNESSES:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A'

DESCRIPTION OF THE DESIGNATED PROPERTY AND PARKING (IF APPLICABLE) ALONG WITH DESCRIPTION OF LAND AND BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED HOUSE BUILDING: ALL THAT** the house building having a ground floor, first floor, second floor and part constructed third floor with roof containing a total aggregate carpet area of \_\_\_\_ Square feet more or less (as per table below) and a total built-up area of Unit (including Balcony) of \_\_\_\_ Square feet more or less (as per table below) on a demarcated portion of the Project at the said Land.

Floor	Carpet Area of residential space	Carpet area of balcony, staircase, lobby, landing	Total carpet area	Total Built-up area
Ground				
First				
Second				
Roof				

- 2 **DESIGNATED PLOT: ALL THAT** the piece or parcel of land containing an area of \_\_\_\_\_ Square feet at a demarcated portion of the said Land and containing within it the Designated House Building, Parking Space and surrounding spaces.

- 3 **PARKING: ALL THAT** the space for parking \_\_ (\_\_) medium sized motor cars at such partly covered partly open parking space in the ground level of the Designated Plot.

- 4 **SAID LAND:**

- 4.1 **ALL THAT** the piece or parcel of land containing an area of 83 satak or 0.83 acre more or less situate lying at and being divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 recorded in L.R. Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581 (as described below) together with several dwelling rooms thereat admeasuring 2100 Square feet in in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet in the District of North 24 Parganas:

R.S. Dag	L.R. Dag and Khatian Number	Total Area in Dag	Area of Dag being subject matter of said Land

Dag No. 462	Dag No. 462 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.53 acre	0.53 acre
Dag No. 463	Dag No. 463 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.45 acre	0.29 acre
Dag No. 465	Dag No. 465 recorded in Khatian Nos. 2575, 2576, 2577, 2578 and 2579.	0.01 acre	0.01 acre
		<b>Total</b>	<b>0.83 acre</b>

The said Land is is butted and bounded as follows:

- On the **North** : Partly by each of R.S. Dag Nos. 445 and 460;
- On the **South** : By R.S. Dag No. 2224;
- On the **East** : Partly by each of R.S. Dag Nos. 467, 461 and 460; and
- On the **West** : By 18 feet wide Public Road.

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

#### **SCHEDULE A-1**

##### **CHAIN OF TITLE:**

**A1. Re: R.S. and L.R. Dag No. 462 containing an area of 0.53 acre more or less:**

- (i) One Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 53 satak or 0.53 acre more or less comprised in R.S. and L.R. Dag no. 462 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as "the **Dag 462 Property**".
- (ii) By a Sale Deed dated 1<sup>st</sup> March 1968 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume No. 38 Pages 1 to 3 Being No. 1708 for the year 1968, the said Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay for the consideration therein mentioned sold conveyed and transferred unto and to one Harendra Nath Baidya (since deceased) and Bhupendra Nath Baidya (also known as Bhupendra Baidya) the Dag 462 Property, absolutely and forever.

- (iii) Upon purchase as aforesaid the said Harendra Nath Baidya and Bhupendra Nath Baidya caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Dag 462 Property under L.R. Khatian Nos. 1887 and 1188 respectively.

**A2. Re: R.S. and L.R. Dag No. 463 containing an area of 0.29 acre more or less:**

- (i) One Radha Sardar, Kristo Sardar and Shib Bala Dasi were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 28.2 satak or 0.282 acre more or less comprised in R.S. and L.R. Dag no. 463 (corresponding to C.S. Dag No. 456 recorded in C.S. Khatian no.13) in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas.
- (ii) By a Sale Deed dated 2<sup>nd</sup> April 1976 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume 52 Pages 39 to 43 Being No. 2456 for the year 1976, the said Radha Sardar, Kristo Sardar and Shib Bala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to the said Harendra Nath Baidya and Bhupendra Nath Baidya the said 28.2 satak in Mouza Chakpachuria, absolutely and forever.
- (iii) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 0.80 satak or 0.0080 acre more or less comprised in R.S. and L.R. Dag No. 463 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas. The said 28.2 satak and 0.80 satak aggregating to 29 satak in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas is hereinafter referred to as “the **Dag 463 Property**”.

**A3. Re: R.S. and L.R. Dag No. 465 containing an area of 0.01 acre more or less:**

- (i) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also the recorded owners and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 1 Satak or 0.01 acre comprised in entire R.S. and L.R. Dag no. 465 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as “the **Dag 465 Property**”.

**A4.** The Dag 462 Property, Dag 463 Property and Dag 465 Property are collectively referred to as the said Land.

**A5.** The said Harendra Nath Baidya died intestate on 24<sup>th</sup> October 2004 leaving him surviving his wife, namely Kamini Baidya (also known as Kamini Bala Baidya), three sons namely Mahadeb Baidya (since deceased), Sahadeb Baidya and Sibnath Baidya (also known as Sibpada Baidya) and three daughters namely Lilabati Mondal, Sunita Mondal and Anita Mondal (also known as Rupali Mondal) as his only heirs and legal representatives who all upon his death inherited and

became entitled to his entire part or share of and in the said Land, absolutely and in equal shares.

- A6.** The said Mahadeb Baidya died intestate on 28<sup>th</sup> November 2008 leaving him surviving his wife namely Golapi Baidya, two sons namely Pallav Baidya and Anup Baidya and three daughters namely Bishakha Mondal, Bijli Gayan and Anjali Naskar as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Land, absolutely and in equal shares.
- A7.** By virtue of the following 12 sale deeds all dated 2<sup>nd</sup> November 2010 and all registered with the District Sub-Registrar-II, North 24 Parganas the said Kamini Baidya, Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan, Anjali Naskar, Sahadeb Baidya, Shibnath Baidya, Lilabati Mondal, Sunita Mondal, Anita Mondal and Bhupendra Nath Baidya for the consideration therein respectively mentioned sold conveyed and transferred their entire part or share of and in the said Land unto and to the Owners hereto, absolutely and forever
- (i) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1339 to 1361 Being No. 12702 for the year 2010, the said Kamini Bala Baidya sold to Pushapratana Suppliers Private Limited (the Owner No. 6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
  - (ii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1264 to 1288 Being No. 12699 for the year 2010, the said Sunita Mondal sold to Topview Vanijya Private Limited (the Owner No. 7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
  - (iii) Deed of Conveyance and registered in Book I Volume 44 Pages 1218 to 1241 Being No. 12697 for the year 2010, the said Anita Mondal sold to Topview Vanijya Private Limited (the Owner No. 7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
  - (iv) Deed of Conveyance and registered in Book I, CD Volume 44 Pages 1131 to 1154 Being No. 12693 for the year 2010, the said Lilabati Mondal sold to Gulshan Merchandise Private Limited (the Owner No. 8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
  - (v) Deed of Conveyance and registered in Book I Volume 44 Pages 1090 to 1111 Being No. 12691 for the year 2010, the said Sahadeb Badiya sold to Pushapratana Suppliers Private Limited (the Owner No. 6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.

- (vi) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1289 to 1312 Being No. 12700 for the year 2010, the said Sibnath Baidya sold to Gulshan Merchandise Private Limited (the Owner No. 8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
- (vii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1313 to 1338 Being No. 12701 for the year 2010, the said Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan and Anjali Naskar sold to Brijbhumi Tradecom Private Limited (the Owner No. 9 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.08 satak in Dag 465 Property out of the Said Land.
- (viii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1197 to 1217 Being No. 12696 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdata Vincom Private Limited (the Owner No. 4 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (ix) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1176 to 1196 Being No. 12695 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanlabh Dealtrade Private Limited (the Owner No. 2 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (x) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1155 to 1175 Being No. 12694 for the year 2010, the said Bhupendra Nath Baidya sold to Lilygold Vincom Private Limited (the Owner No. 1 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (xi) Deed of Conveyance and registered in Book I, CD Volume 44 Pages 1070 to 1089 Being No. 12690 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdhan Tradecom Private Limited (the Owner No. 3 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (xii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1242 to 1263 Being No. 12698 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanraksha Tradecom Private Limited (the Owner No. 5 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property, 2.9 satak in Dag 463 Property and 0.5 satak in Dag 465 Property out of the Said Land.

**A8.** The Owners have caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Said Land and with Patharghata Gram Panchayat.



A9. By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land and to transfer, amongst other properties, the Promoter's Allocation. Under the said Development Agreement it was further, inter alia, agreed between the Owners and the Promoter:-

- i. the Promoter would have the exclusive rights and authority to sell transfer and transfer the entire Project on the terms and conditions therein contained;
- ii. the Owners agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Project and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.
- iii. The realizations shall be shared between the Owners and the Promoter in the ratio as mentioned therein.

## SCHEDULE-A-2

### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- a. **"this agreement"** shall mean the Agreement and Schedules all read together.
- b. **"Co-owners"** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owner and/or Promoter;
- c. **"sanctioned plan"** shall mean the plan sanctioned by the Rajarhat Panchayat Samity vide Approval Order No. 918 dated 2<sup>nd</sup> June, 2020 and include additions/alterations made thereto subject to compliance of the Act.
- d. **"other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, epidemic, pandemic, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- e. **"scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
- f. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
- g. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping administration and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and

dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common

- h. **“Units”** shall mean all the different House Buildings and adjoining plots at the Project.
  - i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.
  3. The Tax Deductible at Source 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. The Promoter shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
  - 3.1. The Promoter has been empowered and authorized under the Development Agreement to receive the entire Consideration in respect of the Designated Property under the Development Agreement and also the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
  4. The Project shall contain certain Common Areas as specified in Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.
  5. The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated House Property or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
  6. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project without affecting the area, location or layout of the Designated House Building Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Patharghata Gram Panchayat or Rajarhat Panchayat Samity or other appropriate authority and upon complying with the applicable provisions of the Act and/or Rules.
  7. Upon construction of all the Units in the Project the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and for any other use.
  8. Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:-

- 8.1. For electric connection to the said Building for the payment made to WBSEDCL/CESC Limited for providing HT/LT line, expenses for cabling, ancillary equipment being a sum of Rs. \_\_\_\_\_/-.
  - 8.2. One-time payment of the costs, charges and expenses for Generator being a sum of Rs. \_\_\_\_\_/-.
  - 8.3. One-time payment of the costs, charges and expenses for Common Community Centre being a sum of Rs. \_\_\_\_\_/-.
  - 8.4. Documentation charges being a sum of Rs. \_\_\_\_\_/- out of which 50% shall be paid simultaneously with the execution hereof
  - 8.5. Goods and Service Tax on the above amounts.
9. Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:
- 9.1.1 Security Deposit and the expenses as may be required by WBSEDC Limited or other electricity provider for individual meter in respect of the Designated Property directly with WBSEDC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
  - 9.2. The Allottee shall deposit and/or keep deposited with the Promoter/Maintenance In-charge a sum of Rs. \_\_\_\_\_/- towards Deposit, free of interest, to remain in deposit with the Promoter to meet therefrom, in the event of default by the Allottee, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Property.
  - 9.3. The Allottee shall pay to the Promoter a non refundable deposit of Rs. \_\_\_\_\_/- towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas.
  - 9.4. The Allottee shall pay to the Promoter a deposit of Rs. \_\_\_\_\_/- towards Panchayat Tax as a provision for Panchayat Tax liability of the Allottee for a period of \_\_\_ years from the completion certificate being issued in respect of the Designated House Building.
- 9.5. The Deposits paid to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- 9.6. The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Property and within 30 days of receiving Intimation for possession from the Promoter.
10. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Property including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building

Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Property. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.

- 11.** The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to any House Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Property and/or the Common Areas).
- 12.** Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 13.** The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 14.** The ownership and enjoyment of the Designated Property by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
- 15.** The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @ 3 % (Three percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Property is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Property subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @ 3% mentioned in this clause in respect of the Designated Property paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with

possession of the Designated Property at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Property are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

16. The unsold house buildings at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 2 years from the date of the Completion Certificate
17. The power backup from the Common Generator in the Project shall be commenced only upon 75 percent of the Co-owners (other than the Owner or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Property before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
18. **AREA CALCULATION:**
  - 18.1. **Carpet Area of floors:** The carpet area for each floor shall mean the net usable floor area of each floor and the net usable area of the balcony, terrace, staircase, landing, lobby on each floor excluding the area covered by the external walls of the floor, areas under services shafts but includes the area covered by internal partition walls of the floor.
  - 18.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies at the /Designated House Building.
  - 18.3. **Open Terrace Area:** The net usable area of the exclusive open terrace at the Designated House Building.
  - 18.4. **Built-up Area:** The built-up area for the Designated House Building shall mean the Carpet Area of each floor therein and Balcony and Terrace Areas and the area covered by all external walls of the such floor /Balcony. The built-up area of the Open Terrace includes the Open Terrace Area and the thickness of the parapet walls thereof.
  - 18.5. **Proportionate Common Area:** The proportionate share of the Common Areas (other than said Land) attributable to the Designated Property is undivided \_\_\_\_Square feet more or less.
  - 18.6. **Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_Square feet more or less.
19. The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Property shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
20. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone

- 21.** Unless changed by the Promoter, Messrs. Raj Agarwal and Associates of 8B, Royd Street, Kolkata -700 016 shall be the Architects for the Project.
- 22.** Unless changed by the Promoter, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.
- 23.** The Project shall bear the name “**AXOR**” in the design created by the Promoter or such other name or design as be decided by the Promoter from time to time.

**SCHEDULE 'B' - FLOOR PLAN OF THE HOUSE BUILDING**

### SCHEDULE 'C' - PAYMENT PLAN

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

Sl. No.	Particulars	Amount in Rs.P. **
1.	10% of the consideration as booking amount at or before the execution hereof;	_____
2.	15% of the consideration on completion of the foundation of the designated unit	_____
3.	15% of the consideration on completion of the ground floor roof slab of the designated unit	_____
4.	15 % of the consideration on completion of the first floor roof slab of the designated unit	_____
5.	15 % of the consideration on completion of the second floor roof slab of the designated unit	_____
6.	10 % of the consideration on completion of the inside plaster of the designated unit	_____
7.	10 % of the consideration on completion of the outside plaster of the designated unit	_____
8.	10% before handover of the designated unit.	_____

**\*\* plus applicable Taxes**

### SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE HOUSE BUILDING).



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

**1. AMENITIES, FACILITIES:**

A. Common Areas at the Project:

1.1.1 \_\_\_\_\_

**1.2 SPECIFICATIONS:**

1.2.1 \_\_\_\_\_

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

SCHEDULE E1

(HOUSE RULES)

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

1. to use the Designated Property only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Property or any activity which may cause nuisance or annoyance to the Co-owners nor to store or bring upon the Designated Property any articles of combustible, inflammable, obnoxious, dangerous or hazardous nature or explosive or contraband materials.
- 1.1. the Allottee shall use the Parking Spaces so agreed to be granted, only for the purpose of parking of its medium sized motor car precisely within the demarcated Parking Spaces .
- 1.2. No construction or addition or alteration of any nature shall be permitted on any part of the Designated House Building or the Designated Plot.
- 1.3. The Allottee shall not park any vehicle of any description anywhere within the Project save only within the Designated Plot.

- 1.4. The Allottee shall not divide or subdivide either floor wise or within any floor of the Designated House Building nor to divide the Designated Plot into more than one plot.
- 1.5. The Allottee shall not have any right to nor can grant transfer let out or part with possession of any part or portion of the Designated House Building or any floor thereof or of the Designated Plot to any person or persons. The Designated Property shall be one lot for all intents and purposes and cannot be sub-divided for any purpose. In case of any transfer or letting out by the Allottee the same shall be of the whole of the Designated House Building and the Designated Plot together and not in any parts or portions thereof.
- 2.** The right of the Allottee to use of Open Terrace shall be subject to the following conditions:-:
  - 2.1. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
  - 2.2. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond the height of the parapet;
  - 2.3. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor to keep any dirt or filth thereat and/or any other part of the Designated Property and to ensure that the open terrace and all other parts of the Designated Property is properly maintained and kept clean and in good condition;
  - 2.4. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;
  - 2.5. not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;
  - 2.6. not to store or allow any one to store any goods articles or things in the said Open Terrace;
  - 2.7. not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene;
  - 2.8. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Designated House Building and/or the Designated Plot and/or outside walls thereof
  - 2.9. not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter
  - 2.10. not to sub-divide the Open Terrace in any manner.
- 3.** The right of the Allottee to use of lawn/garden spaces at the said Plot shall be subject to the following conditions:-:
  - 3.1. to use the Lawn/garden space for the purpose only as open space for lawn/garden purpose only and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;

- 3.2. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond a height of 3.5 feet;
- 3.3. not to cut trees and to maintain all trees thereat in a proper manner;
- 3.4. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Lawn/garden space nor to keep any dirt or filth thereat;
- 3.5. not display any signboard, hoarding or advertisement etc. on the Lawn/Garden space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;
- 3.6. not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;
- 3.7. not to store or allow any one to store any goods articles or things in the said Lawn/garden space;
- 3.8. not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene;
- 3.9. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Lawn/garden space and/or the Designated House Building and/or the Designated Plot and/or outside walls thereof
- 3.10. not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter
- 3.11. not to sub-divide the Lawn/garden space in any manner.
4. The Allottee shall not make any addition or alteration to the boundary wall/fencing on any side of the Designated Plot nor to damage or disfigure the same and shall maintain the same in good and well repaired and neat and clean manner and comply with the following in connection therewith:
  - 4.1. not display any signboard, hoarding or advertisement etc. on the wall/fencing so as to be visible from outside nor to put any speaker, equipment or instrument so as to emit noise or light therefrom disturbing others;
  - 4.2. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the walls/fencing.
  - 4.3. Not to change the outside colour scheme of the walls/fencing in any manner and to maintain and preserve the same in accordance with the colour scheme prescribed and changed from time to time by the Maintenance In-charge.
  - 4.4. not to put up or allow any dish antenna, tower, transmission towers or appliances thereon;
  - 4.5. not to jump over any wall or fencing or trespass into the other adjoining or other Units.
  - 4.6. Not to claim exclusive rights over the common boundary/fencing between the Designated Plot and any adjoining Unit.

- 4.7. Not to change the location or size of the gates affixed to the boundary of the Designated Plot in any manner.
5. The water connection including overhead water tank and underground reservoir, electricity, drainage, sewerage, telephone, dish antenna and other utilities are all inter connected with a network of pipes, conduits, cables at the Project and shall be regulated by the Maintenance In-charge and the Allottee shall ensure that it complies with all common rules prescribed in respect of the same and shall not do any act, deed or thing whereby the pipes or conduits are clogged or damaged or whereby the cables are damaged or cut.
  - 5.1. The Allottee shall draw water into the Designated House Building only at the specified days and times and only for the allocated quantity as specified by the Maintenance In-charge.
  - 5.2. The Allottee shall not tamper or damage with the water mains, electrical mains, drainage and sewerage mains and other main junction boxes at the Designated House Building or the Designated Plot in any manner whatsoever and shall keep the same in well repaired and neat and clean condition and always ready for inspection and necessary repairs.
6. The use of the Common Areas including but not limited to the Extra Curricular Facilities shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Extra Curricular Facilities) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owner or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Extra Curricular Facilities by the Allottee or his family members or any other person.
7. To strictly abide by and ensure that all residents, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas , waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes.
8. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
9. Not to claim any access or user of any other portion of the Project except the Designated House Building and the Designated Plot and the common use of the Common Areas and that too subject to the terms and conditions and rules and regulations applicable thereto.
10. Not to close or permit the closing of windows nor open any new or additional window or any other apparatus protruding outside the exterior of the Designated House Building or the Designated Plot nor to put or fix shades, awnings, window guards or any temporary article to be hung from or placed outside the window of the Designated House Building or outside the Designated Plot.
11. Not to erect or install on the windows of the Designated Property or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Property nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated House Building.
12. To keep the Designated Property and every part thereof clean and hygienic and tidy and to keep all pipes drains basins sinks and water closets if any in the Designated Property clean and unblocked.

13. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated House Building or the Designated Plot save at the place as be approved or provided by the Maintenance-in-Charge nor to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Designated House Building or the Designated Plot or any part thereof any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottees to put a decent nameplate outside the main gate of at the entrance of the Designated Plot.
14. To apply for and obtain at his own costs separate assessment and mutation of the Designated Property in the records of appropriate authority within 06 (six) months from the date of possession.
15. Not to partition or sub-divide the Designated Property nor to commit or permit to be committed any form of alteration or changes in the Designated Property or in the beams, columns, pillars of the Designated House Building or the Designated Plot or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building/s at the Project or any part thereof.
16. Not to affix or install any further or additional electrical points otherwise than through competent electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the relevant authorities, if and as applicable, for approval.
17. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
18. not to install or keep or operate any generator in the Designated House Building or the Designated Plot or any part thereof or in any other common areas of the Project.
19. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common areas.
20. Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Designated House Building or the Designated Plot and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so
21. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted in any of the common portions of the Project unless accompanied.
22. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated House Building or the Designated Plot at all reasonable times for construction and completion of the House Building/s at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Property within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
23. to use the Common Areas only to the extent required for ingress to and egress from the Designated Property of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
24. Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the common pipelines and infrastructure provided by the Promoter inside the Designated Property in any

manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the protection or prevention measures, to comply with and adhere the same and install and maintain all necessary system gadgets and equipment as required under such changed circumstance in the Designated Property.

25. To keep the Designated House Building or the Designated Plot free from all hazards relating to fire.
26. To keep the Designated Property under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Designated House Building and the Designated Plot.
27. to keep the Designated House Building and the Designated Plot and sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support and protect the other units/parts of the Project.
28. 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 the Project or may cause any increase in the premia payable in respect thereof.
29. Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor.
30. not to commit or permit to be committed any alteration or changes in, or draw from outside the House Building/s at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Plot and any other Unit in or portion of the Project.
31. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
32. not do or cause to be done any act, deed, matter or thing whereby any rights of the Promoter or any other Unit Holder are or may be prejudicially affected, impaired or put to jeopardy;
33. Not to deface, mutilate, scratch, colour, write upon or otherwise spoil the walls or the Designated House Building or the Designated Plot or any part of the Project or any Common Areas including lift and not to affix posters or hang festoons, spit or spread dirt or do any other act which may affect the neatness or cleanliness of the Project.
34. Not to cover or damage the security cameras in any manner nor to do any act deed or thing which may affect the viewing or recording of camera output in any manner whatsoever.
35. To keep the Designated Property insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Allottee may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
36. keep the common areas free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein.
37. to maintain at his own costs, the Designated House Building and the Designated Plot in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Patharghata Gram Panchayat, Panchayat Samity, other authorities, WBSEDC Limited and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Property as well as the user operation and maintenance of generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
38. not to alter the outer elevation or façade or colour scheme of the Designated House Building or the Designated Plot (including grills, verandahs, external doors and windows etc.,) or any

part thereof in any manner whatsoever nor decorate the same 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.

**39.** not to use the Designated Property or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Co-owners.

1. To allow and permit the Promoter the following rights and authorities:-

(i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Common Areas by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

(ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owner, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owner/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the Common Areas. If any consideration, rent, hiring charges etc., is receivable from any such owner/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

2. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

(i) Property Tax, land revenue, rates and taxes and water tax, if any, assessed on or in respect of the Designated Property directly to Patharghata Gram Panchayat or other appropriate authorities Provided That so long as the Designated Property is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter proportionate share of all such rates and taxes assessed on the said Land.

(ii) All other taxes, impositions, levies, duties, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings (including tube-well licence fee, drainage fee/tax) whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of the Designated Property or the House Building or the said Land and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the Designated Property and proportionately in case the same relates to the House Building or the said Land.

(iii) Electricity charges for electricity consumed in or relating to the Designated Property on the basis of the reading shown in the meter provided for the Designated Property or such minimum and other charges as demanded by the service provider and such

charges shall be solely and exclusively paid by the Allottee directly to the WBSEDC Limited within the due dates thereof.

- (iv) Operational costs and charges for enjoying and/or availing and consuming power from the common Generator to be installed and the same shall be payable to the Maintenance-in-Charge based on the reading shown in the meter provided for the Designated Property by the Promoter it being clarified that the Allottee shall be liable to pay such minimum monthly charges as may be decided by the Maintenance In-charge taking into account the load taken by the Allottee.
- (v) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Property against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Property, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (vi) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Property, wholly and if in common with the other Unit Holders, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
- (vii) Proportionate share of all Common Expenses to be paid to the Maintenance-in-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance-in-Charge, maintenance charges calculated @Rs. \_\_\_\_/-(Rupees \_\_\_\_\_) only per square foot per month of the Area for CAM mentioned in clause 18.6 of Schedule A-2 above. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-in-Charge at its sole and absolute discretion after taking into consideration the common services provided and cost involved in the same. It is made clear that the said monthly maintenance charges does not include any payment or contribution towards the repair, replacement, reinstatement etc. of any common area equipment or installation and the Allottee undertakes and binds himself to pay proportionate share of all costs charges and expenses on account of such repair, replacement, reinstatement etc., as be demanded by the Maintenance-in-Charge from time to time.
- (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy whether existing or as may be imposed or revised in future in respect of the Designated Property or in respect of any amounts and outgoings payable in respect of the Designated Property also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

2.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Designated Property Provided That any amount payable by the Allottee directly to any



authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default

- 2.2. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 2.3. Furthermore, the maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non user or non requirement in respect of any common area or installations or parking facility (if so granted) shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges.
- 2.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the taxes and outgoings or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-Charge, interest at the rate of 18 % per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-Charge, shall be entitled to take all or any one or more of the following recourses, in any priority to (i) disconnect the supply of electricity to the Designated Property, (ii) withhold and stop all other utilities and facilities (including generators, water, etc.,) to the Allottee and its agents, tenants or licencees and/or the Designated Property, (iii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Designated Property, (iv) carry out any required remedial measures in which event all costs and expenses incurred thereby together with penalty equivalent to \_\_\_\_% of such costs and expenses shall be paid by the Allottee to the Maintenance-in-Charge forthwith on demand and (v) the Allottee shall compensate and also indemnify the Promoter and all other affected persons and the Maintenance In-charge for all losses or damages that they may suffer or incur owing to such default of the Allottee.
- 2.5. It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee.
- 2.6. The Allottee shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

#### **SCHEDULE E-2**

Common Expenses shall include the following (“**Common Expenses**”):

- 1.1. **MAINTENANCE:** All costs and expenses of maintaining (including annual maintenance contracts), repairing, replacing, restoring, updating, upgrading, painting, repainting, fixing, decorating, renewing, cleaning, lighting etc., as may be required from time to time, of the main

structure and facade of the Common Areas, Building Management System, Security System (including CCTV), Generator Set, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Common Community Centre) etc., in the Project and any other area, installation or facility enjoyed or used by the Allottee in common with the Promoter and other Unit Holders or serving more than one unit.

- 1.2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas, Building Management System, Security System (including CCTV), Generator Set, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Common Community Centre) etc., in the Project and any other area, installation or facility enjoyed or used by the Allottee in common with the Promoter and other Unit Holders or serving more than one unit and also the costs of repairing, renovating and replacing the same, including expenses on account of AMC (Annual Maintenance Contract) for all machines equipments and installations comprised in the Common Areas.
- 1.3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- 1.4. **MAINTENANCE-IN-CHARGE:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-in-Charge until handing over the same to the Association.
- 1.5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 1.6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or of the Common Areas and also for any other areas as the Maintenance-in-Charge may deem fit and proper for earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
- 1.7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 1.8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 1.9. **REPAIRS RENOVATIONS AND REFURBISHMENTS:** All expenses and costs and charges for regular repairs renovations and refurbishments from time to time of various installations and also the Project including expenditure of capital nature.
- 1.10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Maintenance-in-Charge for the common purposes and/or the Association.