

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____ day of _____, 2018. **BY AND BETWEEN MANI ENCLAVE PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park 1st Floor, Kolkata 700019, represented by _____ hereinafter referred to as "the **PROMOTER/ DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART AND**

(1) WELL WISHER TREXIM PRIVATE LIMITED an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, , Kolkata-700001, **(2) ABINASH MORE (HUF)**, a Hindu Undivided Family having its Office at 18/A Mayfair Road, Kolkata 700019, **(3) BIHARIJI BARTER PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, Kolkata-700001, **(4) AROHI VANIJYA PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 14, Netaji Subhash Road, Kolkata-700001, **(5) AKASH AGARWAL** son of Sri Saroj Kumar Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(6) RIYA PROJECTS PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, , Kolkata-700001, **(7) SMT. ANITA AGARWALA** wife of Sri Nirmal Kumar Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(8) SMT. SUMITA AGARWALA** wife of Sri Brahmanand Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(9) SMT. MEGHA AGARWALA** wife of Sri Piyush Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(10) SMT. RENUKA AGARWAL** wife of Sri Saroj Kumar Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(11) MADHUSUDAN BARTER PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 14, Netaji Subhash Road, Kolkata-700001, **(12) RAJENDRA PRASAD AGARWAL (HUF)**, a Hindu Undivided Family having its Office at 18/A Mayfair Road, , Kolkata 700019 represented by its Karta Sri Rajendra Prasad Agarwal son of Late Ram Prasad Agarwal residing at 18/A Mayfair Road, Kolkata 700019 **and (13) BIJAY KUMAR AGARWAL (HUF)**, a Hindu Undivided Family having its Office at 35A, Ballygunj Park, Kolkata 700019 represented by its Karta Sri Bijay Kumar Agarwal son of Late Ram Prasad Agarwal residing at 35A, Ballygunj Park, Kolkata 700019, hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **SECOND PART AND** _____ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **THIRD PART:**

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the municipal Premises No.338 Motilal Gupta Road, Police Station Haridevpur, Kolkata 700082, comprised in C.S. and R.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatian No.297, R.S. Khatian No.296, in Mouza Sayedpur (also known as Saiyadpur and Saiyedpur), J.L. No.12, Touzi No.23, R.S. No.193, in the District of South 24 Parganas, described in the **FIRST SCHEDULE** hereunder written. Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners irrevocably permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- F. The Kolkata Municipal Corporation has granted permission to construct vide Building Permit No. 2015130043 dated 14th May 2015, with Revised plan under Rule 26 (2a) & (2b) of KMC Building Rules 2009 having been sanctioned on 05.05.16.
- G. The Promoter has obtained the sanctioned plan for the Project from Kolkata Municipal Corporation as mentioned in the Definition No. xxiii (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No.xxiii (being the definition of Plan) and save as mentioned hereinbelow;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No._____.
- I. The Allottee had applied for an apartment in the Project vide application no._____ dated _____ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

All That the Residential Flat / Apartment bearing No. containing a **Carpet Area** of _____ **Square Feet [Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) more or less on the _____ side on the _____ **floor** of the _____ Block of the Buildings at the said Premises described in the **First Schedule** and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

Together With proportionate undivided share in the Servant Dormitory on the ground floor of the _____ Block, with right to sleep of one servant therein in common with other servants.

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

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

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

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

The Allottee have also seen and inspected the Development Agreement and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto.

The Allottee is aware that the Promoter and/or the Land Owners have in or about August 2018 applied for another Revised plan under Rule 26(2a) & (2b) for the matters hereinbelow mentioned and the Allottee shall have no objection with regard thereto and hereby consents to the same. Further, in case any additional area / FAR is available or any FAR is found to be unconsumed, then the Promoter and the Land Owners shall be entitled to avail / consume the same by way of additional floors or otherwise:

- a. Number of open car parks proposed to be increased from 14 nos. to 37 nos.
- b. Diesel Generator location proposed to be demarcated in the plan submitted for sanction which was not previously shown in plan.
- c. The size of Transformer area proposed to be reduced from 13mtr X 5 Mtr to 6mtr x 5mtr.
- d. The entrance /exit gate proposed to be shifted.
- e. Security Goomty proposed to be provided in new plan at the entrance of the gate which was not previously shown in sanction.
- f. Additional Electrical/store room proposed to be constructed near Block 1.
- g. The shape of the pond proposed to be changed in the new plan.
- h. The Location of the Steam room proposed to be shifted from ground floor Gym to First floor changing room.
- i. The Gym lobby proposed to be divided into Office room and Lobby in the new plan.
- j. The 2 nos. store rooms in banquet area proposed to be shown as toilets in new plan.
- K. Minor area variation (like shifting of walls,etc) proposed to be done for better utilization of space and all deviation is submitted for sanction in new plan
- l. Location of library proposed to be shifted from block 3- 1st floor to Block 2 – 1st floor.
- m. Layout of one Flat / Apartment proposed to be changed in 3rd block, Flat / Apartment C only on 1st floor.
- n. Location of Kids pool on podium level proposed to be shifted and the size of Swimming pool proposed to be reduced for structural issues.
- o. The green area, water body, proposed to be shown in the open terrace common between the towers for common use, which areas were not shown in previous plan.

6. Office room proposed to be shifted from first floor to ground floor near gym.
7. Carpet area proposed to be increased from previous plan area and the layout thereof also proposed to be revised.
8. Private terrace area proposed to be added in Flat / Apartment A and Flat / Apartment C of Block 3 on the second floor.
9. Minor changes like shifting of walls, etc.

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 embodied in this Agreement, the Promisor agrees to sell to the Promisee and the Promisee freely agrees to purchase, the Apartment as specified in para 1:

1.2 The Total Price for the Apartment based on the carpet area is **Rs. _____** (Rupees _____ only) ("Total Price") as also mentioned in **Part 2** of the **Bill of Sale** herunder written, break up whereof is as follows:

Head	Price
1) Apartment No. _____, Floor: _____; Carpet Area _____ ; Built-up Area _____)	Rs. _____
2) Antenna/Carriage Charges - floor fee:	Rs. _____
3) Right to use of Servant Lorryway	Rs. _____
4) exclusive right to use the attached open Terrace measuring _____ Sq. Ft. as garden:	Rs. _____
5) _____ number and _____ type Car parking at _____ level,	Rs. _____
6) _____ number two Whistle parking at _____ level;	Rs. _____
GST @ 5%	Rs. _____
	Rs. _____
Less: Discount on account of GST input credit	Rs. _____
Total Price:	Rs. _____

Estimate(s):

1) The Total Price above includes the locking amount paid by the Promisee to the Promisor towards the Apartment.

(i) The Total Price above includes Taxes (withholding of tax paid or payable by the Promisor by way of cost and less of any other income taxes which are presently levied, in connection with the completion of the Project payable by the Promisor by whatever name referred) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promisor 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 or 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 by the period prior to such Completion/Registration.

(ii) The Promisor shall periodically invoice to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promisor within the time and in the manner specified therein. In addition, the Promisor shall provide to the Allottee the details of the taxes paid or demanded along with the actual receipts/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land (proportionate share), construction of not only the Apartment but also proportionately the Common Area, external development charges (as agreed specification), external development charges as per agreed specification, cost of providing electrical wiring, electrical connectivity to the Common Area, lift, water line and plumbing, finishing with RO, Gas, doors, windows, fire detection and firefighting equipment in the common area, and includes cost for providing initial infrastructure for facilities, amenities and specifications to be provided within the Apartment and the Project as mentioned in third schedule hereunder written.

1.2: **TDS:** If applicable, the tax deducted at source (TDS) under the Income Tax law shall be deducted by the Allottee on the consideration payable to the Promisor and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under the Act. The Allottee shall provide proper evidence thereof to the Promisor within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promisor, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

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

Extra Charges

Full costs charges and expenses, for making any additions or alterations and/or providing at the request of the Abitibi any additional facility and/or utility or relating to the said unit in excess of those specified herein and proportions share of those costs charges and expense for providing any additional or extra common facility or utility to the Abitibi in the said Building in addition to those mentioned herein, payable before the work is commenced by the Promisor. It is further clarified that, if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Incinerators ultimately resulting in delay in the delivery of possession of the said Unit to the Warrantor to the Abitibi, the Promisor shall not be liable for any interest, damages, compensation etc., that may be suffered by the Abitibi thereby.

- k) Make payment of the fees and/or legal charges of the Advocate for preparation of the Agreement and the Sale Deed and of other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable herefor including the charges of the notaries for copying of such documents and expenses incidental to registration on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Abitibi shall also be liable for payment of service tax thereon, if and as applicable.
- l) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportions share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meters for maintenance lighting running and operating common areas and incinerators. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Abitibi.
- m) For charges, if any, under Rule 25 or Rule 26 of the Building Rules of the Colaba Municipal Corporation, the Abitibi shall pay to the Promisor a fee charge as well be made applicable by the Promisor from time to time.
- n) The Abitibi will be required to pay, or demand, by the Promisor or to the Concerned Authorities, as may be so decided by the Promisor, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefor including the charges of the notaries for copying of such documents and expense incidental to registration.

The Abitibi is Safe since that, starting July in the agreement is payable on an advance basis on the market value of the said Unit and the Abitibi is

bound to register this agreement, failure to do so will be construed as default on part of the Alottee.

Deposits:

The Alottee shall deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge a sum calculated @Rs. _____, only per square foot of the built-up area of the said Unit being _____ Square feet, in relation to deposit with the Promoter and/or the Maintenance In-charge and in the event of any default by the Alottee in making payment of the municipal and other rates, taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**) within the due date and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount(s) under default.

1.2 The Total Price of escalation fees, dues and except increases which the Alottee hereby agrees to pay due to increase in 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 issuing a demand on the Alottee for increase in development charges, such charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / note / regulation to that effect along with the demand letter being issued to the Alottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per regulation with the Authority, which shall include the extension of regulation, 4 hrs, granted to the said project by the Authority as per the Act, the same shall not be charged from the Alottee unless the increase is attributable to any act or omission of the Alottee or unless the increase is for the period prior to such completion/Regulation.

1.4 The Alottee (s) shall make the payment as per the payment schedule set out in the **Part-III** of the **10th Schedule** hereunder written ("Payment Plan").

1.5 The Promoter may allow, at its sole discretion, a rebate for early payments of installments payable by the Alottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any restriction/condition, once granted in an Alottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II** of the **Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be, without the previous written consent of the Alottee as per the provisions of the Act. **Provided That** nothing

never contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions thereto as contained in Sections G & H and Definition No. _____ (being the definition of floor) of the Annexure "A" hereto, provided that the Promoter may agree extra cost payable by the Alottee, make such minor additions or alterations as may be required by the Alottee, 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 added to the Alottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 3% of the area specified hereon then Promoter shall refund the excess money paid by Alottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Alottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Alottee, the Promoter will deposit that from the Alottee as per the post-inflation of the Payment Plan, as provided in the Payment Plan, all these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.2 of this Agreement.

1.8. Subject to Clause 3.3 the Promoter agrees and acknowledges, the Alottee shall have the right to the Apartment as mentioned below:

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

(ii) The Alottee shall also have undivided copropriation share in the Common Areas. Since the share/interest of Alottee in the Common Areas is undivided and cannot be divided or separated, the Alottee shall use the Common Areas alongwith other occupants, maintenance staff, promoter and all persons permitted by the Promoter 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 handover the common areas of the Project to the association upon registration of the sale of alotted after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land (proprietorship share), construction of (not only the Apartment but also proportionately) the Common Area, internal development charges, as per agreed specification, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the Common area (lift), water line and plumbing, finishing work for tiles, doors, windows, the selection and freighting equipment in the common area and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be as provided within the Apartment and the Project.

(iv) The Alottee has the right to visit the project site to assess the extent of development of the project and its apartment, as the Case may be.

1.8 It is made clear by the Promoter and the allottee agrees that the Apartment along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as Applicable, shall be treated as a single indivisible unit for all purposes. (Servant Conductory shall need to be covered).

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the allottee, which it has collected from the allottees, for the payment of outgoings (including land tax / ground rent, municipal or other local taxes, charges for water / electricity, maintenance charges, including mortgage loan and interest on mortgage or other encumbrances and such other statutory payments to competent authorities, taxes and financial institutions, which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings indicated to it from the allottees or any liabilities, mortgage loan (if taken by the Promoter) and interest thereon (which are within the scope of the promoter) before transferring the apartment to the allottee, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and to be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The allottee has paid a sum of Rs. _____ (Rupees _____) only (in short "the Booking Amount") as booking amount being 10% (ten percent) of the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Part-22 of the PMSchedule) 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 provided in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction regulations, the allottee shall make all payments, in writing, debited by the Promoter, within the specified time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Banker's Cheque or online payment (as applicable) in favour of "M/s. Inclave Private Limited A/C:InclavePayee" payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE

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, 1954 and Rules and Regulations made thereunder or any statutory amendments (as) modification (s) made thereof and all other applicable laws including that of remittance of payment, acquisition/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign

Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Adhkar understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

1.2. The Promoter accepts no responsibility in respect to matters specified in para 7.1) above. The Adhkar shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Adhkar subsequent to the signing of this Agreement, it shall be the sole responsibility of the Adhkar to inform 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 payments/advances on behalf of any Adhkar and such third party shall not have any right in the application/assignment of the said apartment allotted for transfer in any way and the Promoter shall be having the payment receipts in favour of the Adhkar only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENTS

The Adhkar authorizes the promoter to adjust/appropriate all payments made by him/her under and here (s) of claim against lawful outstanding of the Adhkar against the Agreement. If any, in his/her name and the Adhkar undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards lending over the Apartment to the Adhkar and the completion area to the satisfaction upon its completion of the project or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Adhkar has seen the proposed plan, specifications, amenities and facilities of the apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as mandated by the Promoter. The Promoter shall develop the project in accordance with the said (said) plan, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, RMC and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act or/ or as elsewhere stated in this agreement, and breach of the term by the Promoter shall constitute a material breach of the Agreement. **PROVIDED THAT** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additional attention thereof as

contained in **Recitals G & H** and **Definition No.XXXIII**(being the definition of Part) of the **Annexure "A"** hereto.

2. POSSESSION OF THE APARTMENT

2.1. Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter agrees to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in state within 30th November 2024 with an additional grace period of (sixty) months, unless there is delay or failure due to war, Bomb, drought, fire, cyclone, earthquake or any other calamity caused by nature or other emergencies affecting the regular development of the said estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

2.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate ~~subject to~~ the terms of the Agreement) and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all its other covenants / obligations herein. (Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc.). **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute a conveyance to be executed any title deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed with due]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of its provisions, conditions, documentation on part of the Promoter. The Allottee, after taking possession, agrees to

pay the maintenance charges _____ (we should mention the amount which is subject to change from time to time) as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1: It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.2 above.

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

7.3.1: Further, in case the Allottee fails or neglects to take possession of the said Unit, as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.15,000/- (Rupees Ten Thousand only) per Square Foot per month of the Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession /Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 Possession by the Allottee - After obtaining the completion certificate and handing over physical possession of all the apartments 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 the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association (upon its registration) of Allottee or the competent authority, as the case may be after obtaining the completion certificate.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw its allotment in the Project as provided in the AG.

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 book no. amount (i.e. 10% of the Total Price), with applicable taxes paid for the Allotment. The balance amount if 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 amount.

received by the Promoter against sale of the Apartment to any other interested person. The above shall, at his own costs and expenses, exclude all necessary calculation related documents required by the Promoter.

3.8 Compensation

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

Except for occurrence of a force majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

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

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Land Owners have absolute, clear and marketable title with respect to the said land; the Promoter has requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project;

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

(iii) There are no encumbrances upon the said land or the Project, however, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charges on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same. **Provided However that** at the time of execution of this deed of conveyance / transfer in-forms herof, the Promoter assures to have the said land released from any such

Comment (iii) It is noted that an encumbrance on the land shall not be a matter.

mortgage and/or charge, if any, with intent that the Ailotee, subject to his making payment of all amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

(iv) There are no litigations pending before any Court of law or authority with respect to the SAC LAND Project or the Kaa Gawa.

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

(vi) The Land Owners/Promoter has the right to enter into this Agreement and has not been restricted or entitled to perform any act or thing, whereby the right, title and interest of the Ailotee intended to be created herein, may prejudicially be affected.

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

(viii) The Land Owners/Promoter confirms that the Land Owners/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Ailotee in the manner contemplated in this Agreement.

(ix) At the time of execution of the conveyance deed the Promoter shall therefore transfer, vacate, peaceful, physical possession of the Apartment to the Ailotee and the common areas to the Association of the Ailotees upon the same being registered in the competent authority, at the case may be.

(x) The said Promoter is not the subject matter of any NPL and that no suit/decree is pending or any minor suit or no minor has any rights, title and claim over the said Promoter.

(xi) The Promoter / Land Owners have duly paid and shall continue to pay and discharge all governmental dues, taxes, charges and fees and other income, taxes, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Apartment in terms of clause 7.2 and 7.3, along with use of Enclosure areas (equipped with all the specification, amenities and facilities) which shall be handed over to the association of Ailotees when registered or the concerned authority, at 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

requestion of the said property) has been received by or served upon the Promoter in respect of the said LAND AND/OR the Project.

3. EVENTS OF DEFAULTS AND CONSEQUENCES

3.1. Subject to the Force majeure clause, the Promoter shall be considered under a condition of default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Apartment to the Alottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time discussed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para, "ready to move in possession" shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate 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.

3.2. In case the Alottee complies with his obligations under the agreement and there is a default by promoter under the conditions listed above, the Alottee is entitled to the following:

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

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

Provided that where an Alottee 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 in the handing over of the possession of the Apartment, which shall be paid by the promoter to the Alottee within forty five days of it becoming due.

3.3. The Alottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Alottee fails to make payments for demand 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.

[4]. In case of Default by the Allottee under the condition stated 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 Apartment in favour of the Allottee and refund the money paid to the Promoter by the allottee after deducting the booking amount (i.e. 10% of the Total Price) and the interest, penalties and the Agreements 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 Apartment to any other intended 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 inform the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

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

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period specified in the notice prior 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 7.5 mentioned hereinafter. All liabilities arising to such non-registration shall be to the detriment of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses, damages, costs, claims, demands, suffered or incurred or likely to be suffered or incurred by the Promoter.

Land Owners/Confirmations: The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or/transfer that would be executed and registered by the Promoter for sale of the Apartment in favour of the Allottee without claiming any consideration or any/any other consideration from the Allottee. The Land Owners' obligation is limited to transfer of land contained in the said

Frontage, which may either be in favour of Allottee individually or the Association of Allottees, as may be appropriate.

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

It is mutually agreed and made clear that in case the laws for the same being in force require the transfer of the Common Area and Installations and/or the Land comprised in the said Frontage to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owner in favour of the Allottee (i.e. carry the proportionate share in the Common Area and Installations and/or the proportionate share in the Land comprised in the said Frontages, as aforesaid).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

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

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

12. DEFECT LIABILITY

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

It is expressly agreed and understood that the obligation or liability of the Promoter shall not arise if the defect has arisen being to act or omission of the Allottee or Association of Allottees and/or in case the Allottee, without first notifying the promoter and without giving to the Promoter the opportunity to inspect, assess and determine the nature of such defect, gives the state and condition of such defect, then the Promoter shall be relieved of its obligations outlined in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Provider / maintenance agency / association of allottees shall have rights of unobstructed access of all Common Area, garage / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The Basement(s) and service areas, if any, as located within the Project, shall be reserved for purposes such as parking spaces and service including but not limited to electric sub-station, transformer, Oil set rooms, underground water tank, pump room, maintenance and service room, fire fighting pump and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT -

15.1 Subject to para 14 above, the Allottee shall, after taking possession, be jointly responsible to comply with the Rules and bye-laws as stated in Annexure "B" hereto and maintain the Apartment in his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Areas including staircase, lift, common passages, car-park, circulation areas, atrium(s) if any) of the compound which may be in violation of any laws or rules of any authority or change of plan or make additions in the Apartment; and keep the Apartment, its walls and partitions, doors, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc., on the face facade of the building or anywhere on the exterior of the project, building 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 structure or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the corridor, passages or staircase of the building. The Allottee shall also not remove any wall including the outer wall load bearing wall of the Apartment.

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

14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this Agreement for the attainment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

15. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (s) and executed, except for as provided in the Act and save to the extent specifically mentioned in this agreement.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter enters into this Agreement he shall not mortgage or create a charge on the Apartments/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the allottee who has taken or agreed to take such Apartment.

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

17. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

The Promoter has assured the Allottee that this project is in compliance with the provisions of the laws pertaining to apartment ownership.

18. 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 returns this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when vitivated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when

Continued Page 40 of 40

Continued Page 40 of 40

monated to the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not received within 15 (fifteen) 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, addendums, memoranda, correspondence, assignments, whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

22. AMEND TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights or set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. If a trade deal and so agreed by the Allottee that exercise of discretion by the Promoter in the case of the 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 provision or of the right thereafter to enforce such 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 applied by the parties and/or consented to by the Allottee and shall be deemed amended or deleted in so far as reasonably necessary 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

Whenever in this Agreement it is stipulated that the Alottee has to make any payment, in common with other Alottees (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments / Units in the Project.

27. FURTHER ASSURANCES

Each Party agrees that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 conform or perfect any title to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Alottee, in _____ after the Agreement is duly executed by the Alottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar at _____ Hence this Agreement shall be deemed to have been executed at _____

29. NOTICES

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

30. JOINT ALOTTEES

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

31. SAVINGS :

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

11. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be interpreted 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.

12. DISPUTE RESOLUTION

All or any disputes arising out of touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the Act and Rules.

13. **RESTRICTIONS ON ALIENATION:** Notwithstanding actual physical possession of the said Unit in terms of clause 5 hereinafter and execution and registration of the Sale Deed to be executed in pursuance hereof, the Alotek shall not deal with, let out, encumber, transfer or alienate the said Unit or its rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing. **Provided That** the Alotek may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) and that too only after the Alotek having made payment of the amount of all amounts payable hereunder to the Promoter and/or the Owners and not being in default or disobedience of his obligations under this Agreement. **Provided Further That** the Alotek shall be liable for payment to the Promoter of a fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation. **And Subject Nevertheless To** the following terms and conditions:

- (i) The Alotek shall be entitled to give transfer of the said Unit in his own favour or in favour of his nominee. **Provided That** in case the Alotek shall require the transfer to be made in favour of his nominee then the Alotek shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and a similar fee shall be payable for all subsequent retransfers AND in case so required by the Promoter or the nominee of the Alotek, the Alotek shall join and die course of intervening necessity to join in the deed of transfer as parties. At such occasions, shall be subject to the approval by the Promoter who shall be entitled to refuse such approval without assigning any reason.

- v) Any such nomination, assignment, transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the allottee (or its associate/s) (to be performed);
- vi) The allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- vii) Under no circumstances, the allottee shall be entitled to set out the said unit before possession of the said unit is delivered to the allottee in terms hereof and the allottee having duly made payment of all amounts payable hereunder and having duly complied with all the allottee's obligations hereunder;
- viii) All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer / nomination / assignment shall be payable by the allottee or its transferee.

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

11.2 Transfer of the said apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said flat in favour of the allottee shall not be governed by this clause.

11. OTHER PROVISIONS:

11.1 The allottee shall not cause any objection, obstruction, interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconveniences in the use and enjoyment by the allottee of the said unit) nor do anything whereby the construction or development of the said Building, or the said Premises or the sale or transfer of the other units in the said Premises is in any way obstructed or hindered or impeded with and if due to any act, neglect or deed of the allottee, the Associates and/or the Owners are prevented from construction of the building and/or the other units in the said Premises and/or transferring and disposing of the other units in the said Premises or the said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all and determined losses, damages, costs, claims, expenses and charges and costs actions and proceedings suffered or incurred by the Promoter and the Owners.

11.2 Save the said unit, the allottee shall have no, nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or store-rooms or constructed areas or parking spaces or the levels / gardens / grounds / open spaces at the said Premises or the Building thereon.

- 15.2 Without prejudice to the aforesaid, it is further the Abotee admit and acknowledge the fact that certain flats / Apartments on the first floor level of at the trade unit have the exclusive greens/ gardens attached to their respective flats / Apartments and shall have exclusive right of use of the same independent of all others, which greens/ gardens shall be created either by demarcation the green on the plot level or by filling up mud from the floor level to that said flats / Apartments have greens / gardens attached to them, and the Abotee shall have no use that claim any right title or interest whatsoever or howsoever over and in respect of the same in further whatsoever or howsoever.
- 15.4 The Abotee admits and acknowledge that the Abotee has been duly made aware of the fact that the balconies on the Ground floor level, which forms part of the common area and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Abotee or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Abotee's residents of the building on subject to the rules regulations and by-laws governing the same from time to time.
- 15.5 The Abotee shall within a (six) months of completion of sale apply for and obtain of his own cost separate assessment and mutation of the said Unit in the records of concerned authorities.
- 15.6 The rights of the Abotee in respect of the said Unit under this agreement shall be exercised only upon payment of all monies towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 15.7 In case of any amount (including maintenance charges) being due and payable by the Abotee to the Promoter and/or the Maintenance In Charge, the Abotee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Objection Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 15.8 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking space or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the said premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Abotee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 15.9 Save the said Unit the Abotee shall have no right no claim and no right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and

proper and the Alottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over said in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

- 15.10 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owner/occupier of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas, Installations and Facilities in the said Premises in exchange of such interest/occupancy of the such adjoining/contiguous property granting similar right of use and enjoyment to the said owner/occupier of the said Premises of the Common Areas, Installations and Facilities concerned in such adjoining/ contiguous property.
- 15.11 Notwithstanding anything elsewhere in the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical expansion of the said Premises building, including by way of raising further storey or stories or the roof for the time being of the Building / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lift, water, electricity, sewerage, drainage, air-conditioning, etc., to the new construction) as he deemed to be expedient to wider such areas and constructions tenable / feasible and in use, enjoy, hold and/or sell transfer the same in any period on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Alottee's share in the Land comprised in the said Premises and also in the Common Areas and Installations shall not stand reduced except in such construction, but the Alottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Alottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Alottee hereunder nor to claim any amount or compensation from the Promoter on account thereof and furthermore the Alottee shall fully cooperate with the Promoter and the Owners (as per arrangement between them) and sign consents and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 15.12 Notwithstanding anything elsewhere in the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own (glow sign) / signage without any fee or charge and also to install and/or permit any person to install Towers, masts, dish or other antennae or installations of any nature on the roof for the time being of the Building / Blocks or any of them or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said Premises and/or the Building on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Alottee, and the Alottee hereby consents to the same;

- 15.13. The Aftersale shall have no connection whatsoever with the Aftersale / buyers of the other Units and there shall be no privity of contract or any agreement, arrangement or obligation or interest in amongst the Aftersale and the other Aftersale (either express or implied) and the Aftersale shall be responsible to the Promoter for fulfillment of the Aftersale's obligations and the Aftersale's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 15.14. The properties and rights hereby agreed to be sold to the Aftersale is and shall be one lot and shall not be partitioned or subdivided in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Aftersale shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 15.15. For the purpose of facilitating the payment of the consideration, the Aftersale shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Aftersale obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorized by the Aftersale to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Aftersale and the bank and/or financial institution, SUBJECT HOWEVER to the Promoter being assured of an amount being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Aftersale from such bank and/or financial institution. Further, in case the Aftersale desires to transfer the said Unit, then the Aftersale shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned banking Bank / financial institution / lender.
- 15.16. The Promoter will be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Aftersale hereby consents to the same. At the time of execution of the Deed of conveyance / transfer in terms hereof, the Promoter, as applicable, ensure to have the said Unit released from any such mortgage and/or charge with intent that the Aftersale, subject to his making payment of all the amounts payable hereunder or otherwise and complying with the other obligations hereof, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 15.17. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Area and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective responsibilities, shall be entitled to do so and the Aftersale shall do all such deeds and things and sign requisite and deliver all papers/documents etc., as is required therefor and if any stamp duty, registration fee, legal fees, other expenses,

etc., it possible therefor, then the same shall be borne paid and discharged by the Allottee (including the Allottee hereof) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto.

- 25.18 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance (in charge against all damages, costs, claims, demands and proceedings occasioned to the said Promoter or any other part of the Project or to any person due to negligence or any act done or thing made done or executed by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Land Owners and 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.
- 25.19 In case any mechanical parking system is installed at any place in the said Promoter, the same shall be managed, maintained and subject by and at the costs and expenses of the Allottee thereof.
- 25.20 The Project shall bear the name "SHARDHWANA" and the roads will be respectively named as "DWARA", "DHWANI" and "WARD" unless changed by the Promoter from time to time in its absolute discretion.
- 25.21 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

IN WITNESS WHEREOF parties hereto above named have set their respective hands and signed this Agreement for sale at _____ in the presence of attesting witness, acting as such on the day first above written.

SIGNED AND DELIVERED BY THE WITNESS NAMED

ALLOTTEE (including joint buyers)

SIGNED AND DELIVERED BY THE WITNESS NAMED

PROMOTER

SIGNED AND DELIVERED BY THE WITHIN NAMED
LAND OWNERS

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(old Premises)

ALL THOSE the Municipal Premises No. 228, Malviya Gupta Road, Police Station Haridwar, in Ward No 122 of the Kotwali Municipal Corporation, Kotwali 700092, confining an area of 4 (four) Dighai 6 (six) Gotehai 9 (nine) Chitkade (equivalent to 147 Sotah) be the same 2 (two) rooms or less situated lying at and comprised in C.S. and K.R. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatair No.297, K.R. Khatair No.296, in Police Station (also known as Sayadpur and Sayadpur), S. No.12, Taluk No.23, K.S. No.193, and when marked with "R&B" corners on the **First Plan** hereto annexed and culled and bounded as follows:-

- On the **North** - Partly by Premises Nos.485, 502 & 585 Malviya Gupta Road, Kotwali-700092 and comprised in R.S. Plot No. 120, 121, 132 & 133;
 On the **East** - By Malviya Gupta Road;
 On the **South** - Partly by each Premises Nos.73 & 65/3 PODEM Gupta Road, Kotwali-700092 and comprised in K.S. Plot No.111;
 On the **West** - Partly by each Premises Nos.392, 434 & 583 Malviya Gupta Road, Kotwali-700092 and comprised in R.S. Plot No.113 and partly by JRC Road;

DO NONSUIVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded culled known numbered described or demarcated.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

All That the Residential Plot / Apartment bearing No.(Containing a Carpet Area of _____ Square Feet (Built-up Area without being _____ Square Feet) inclusive of Extension of the balcony(ies) / verandah(s) being _____ Square Feet) more or less on the _____ side on the _____ floor of the _____ Block of the Buildings at the said Premises described in the **First Schedule** heretofore written and shown in the **Plan** annexed hereto, duly surveyed and set in "Red".

TOGETHER WITH the proportionate undivided share in the Servant Passage on the ground floor of the building, with right to sleep of one servant therein in common with other tenants.

Document No. _____ Date _____

WEEK right to park **WEEK** **DAY**'s in the covered space in the **Ground Floor** of the building, exact location to be identified by the Promisor on or before the Deemed Date of Possession.

WEEK right to park **WEEK** **DAY**'s in the open compound of the said Premises, exact location to be identified by the Promisor on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

(Common Areas and Installations)

(Common Job / Service)

- (1) Land comprised in the said Premises.
- (2) Entrances and exit gates of the said Premises.
- (3) Paths, passages and driveways in the said Premises other than those reserved by the Owners and/or the Promisor for their own use for any purpose and those reserved or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Promisor for exclusive use of any Addressee.
- (4) Exclusive Entrance Lobby in the Ground floor of each Block.
- (5) All stairways of the building complete alongwith their full and half landings with stair covers on the ultimate roof.
- (6) Ultimate roof of the building with decorations and beautification.
- (7) Recreative Club with well-equipped gymnasium, swimming pool, tennis, table-tennis, badminton, pool table, etc.
- (8) Landscaped area with well-decorated water body at the ground level on the Northern side of the said Premises and on the First Floor with kids play area, Chess Court Area.
- (9) Air-conditioned community hall on the Ground floor.
- (10) For each Block there will be 2 (two) automatic lifts (Kang or Equivalent) make and center opening sliding glass shut doors alongwith lift shafts and the lobby in front of it on typical floor and lift machine room.
- (11) Coordinated electrical wiring and fittings and fixtures for lighting the staircase, lobby and landings and operating the lifts and separate electric meters.
- (12) Security Room for driver / security guards in the ground floor of the building.
- (13) Common toilets in the Ground floor.
- (14) Separate independent of Intercom / SIMAX with connections to each individual flat / Apartment from the reception in the ground floor.
- (15) Boundary walls.

PART-II

(Fittings, fixtures and amenities to be provided in the said Unit - applicable to Residential Flats / Apartments only)

- (1) FOUNDATION & STRUCTURE-

The SBC Building/ designed and is being built on R.C.C. foundation resting on deep bored pile and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specifications provided by the Architects.

- (II) **DOORS:** Solid wood door frames with 20mm thick flush shutters having speed push lock version finished on both faces except for kitchen and toilet doors which will have commercial steel doors painted with matching enamel paint. The shutters will be hung with brass barrel bolts. Entrance door shall have night latch, door knocker and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bidlock lock.
- (III) **WINDOWS:** All windows will be of standard section aluminium with glass panels in each shutter fitted with matching fittings.
- (IV) **FLOORING:** The flooring of the entire flat / apartments unit will be finished in varnished tile of approved make.

(V) **TOILETS:**

- (a) Ceramic sanitary tiles on the walls upto door height.
- (b) Porcelain sanitary ware of H. Wilson/Banyan or equivalent brand.
- (c) Water closets - European type commodes.
- (d) Standard hand basin with ceramic pedestal.
- (e) Concealed wiring system for hot and cold water line.
- (f) Geyser in all toilets.
- (g) Glass Shower Partition in master toilet.
- (h) Steel CP fittings of equal or equivalent make.
- (i) Matching glass mirror, shelf, soap tray and towel rail.
- (j) Sink bathing tub.

(VI) **KITCHEN:**

- (a) Black granite top cooking platform with one stainless steel sink and oven hood.
- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.
- (c) Water filter.

(VII) **DECORATION WORK:** Inside walls will be finished with plaster of paris painting and exterior surface of wall will be finished with combination of textured paint, stone and glazing as per architectural drawings.

(VIII) **ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:**

- (a) All bedrooms fitted with ceiling fans.
- (b) Fixed concealed electric wiring for all the rooms provided with electrolytic copper conductors.
- (c) Air conditioning plug point in all the bedrooms and living room.
- (d) Geyser point in all toilets and kitchen.

- (v) Insularic light and plug point in dining, drawing and bedrooms, as per architectural drawings.
- (vi) Electrical call bell at main entrance door.
- (vii) Telephone point in living room and all bedrooms.
- (viii) Corrosible wiring which can be hooked up to a cable television network with connection made in living room and all bedrooms.
- (ix) Connection of intercom/PA with the Reception & Security, and with all other apartments of the complex.
- (x) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per Square Foot of the built-up area of the said Unit controlled by electric circuit breaker.

(IX) SECURITY SYSTEM:

- (a) Closed Circuit Television (CCTV) at the Ground Floor.
- (b) Video door phone at the entrance of the Flat / Apartment/Unit.

THE FIFTH SCHEDULE AREAS REFERRED TO:

[Common Expenses]

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machines and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, sweeping, repairing, repainting, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any unit) walls of the Building, and in particular the tap roof (only in the event of leakage and drainage to the upper floor).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations disposed in the Common Areas & Installations of the Premises, including MS, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, SPAN if any, pumps and other common installations including their license fees, taxes and other levies (if any) and downward analysis of incidental charges and the rights of the Common Areas & Installations of the Premises, and also the cost of repairing, renovating and replacing the same and also including the out-of-pocket incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Municipal Building Tax, Water Tax and other levies or imposts of the Building and/or the Premises save those separately assessed in respect of any unit.

8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damage, fire, lightning, theft, water, civil commotion and other risks, if insured.
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purpose, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Repairs:** Creation of Funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including regular expenses as are incurred by the Member(s) in charge for the common purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART - I:

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

Head	Price
(i) Apartment No. _____ Floor _____ Carpet Area _____ Built-up Area _____	Rs. _____
(ii) Preferred location Charges - floor Rise,	Rs. _____
(iii) Revised Dimensions Charges,	Rs. _____
(iv) exclusive right to use the attached open space measuring _____ sq. ft. in garden	Rs. _____
(v) _____ number and _____ size Car parking at _____ level.	Rs. _____
(vi) _____ number Two Wheeler parking at _____ level;	Rs. _____
GST @ 12%	Rs. _____
	Rs. _____
Less : Discount	Rs. _____
Total	Rs. _____

Rs. _____ / only

Note: GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART - II

(Installments / Repayment Plan)

The amount mentioned in **PART-I** of this **SCHEDULE** hereinafter shall be paid by the **APTEE** to the **PROMOTER** by cheque / 100 / 1000 / Demand Draft drawn in the name of **M/s. Enclave Private Limited & Co. (Shareholder)** or its written payment (as applicable) as follows:

PAYMENT SCHEDULE:

Cr. No.	Particulars	% of Total Amount
1	On Booking	10%
2	On Completion of Ring work	10%
3	On Completion of Deck, Ball ceiling for the said block in which Abode Apartments is situated	10%
4	On completion of 1st floor casting	2.10%
5	On completion of 2nd floor casting	2.10%
6	On completion of 3rd floor casting	2.10%
7	On completion of 4th floor casting	2.10%
8	On completion of 5th floor casting	2.10%
9	On completion of 6th floor casting	2.10%
10	On completion of 7th floor casting	2.10%
11	On completion of 8th floor casting	2.10%
12	On completion of 9th floor casting	2.10%
13	On completion of 10th floor casting	2.10%
14	On completion of 11th floor casting	2.10%
15	On brick-work of the said unit being completed	4.00%
16	On completion of Internal Plaster of the said flat	4.00%
17	On completion of flooring of the said flat	4.00%
18	On completion of Plaster of Paris inside the flat	4.00%
19	On completion of Electrical Wiring and Electrical Fittings	1.00%
20	On completion of Lift Installation for the block of concrete flat	3.00%
21	On possession	10%
	TOTAL	100%

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Continuation of Title)

- A. One **Satish Chandra Lohia** and **Sudish Chandra Lohia** were seized and possessed of and/or otherwise held and sufficiently entitled as the full and absolute owners to **ALL THESE** the various pieces and parcels of sitable in **Kayast (Patta) Mauz (Mauza)** land, containing an area of 4 (Four) Bighas 6 (Six) Cattahe 6 (Six) Chittaris by the name of **Abid Mauz** or less sitable lying at and comprised of C/S. Dug Nos. 113, 117, 118 and 119, recorded in C/S. Khatah No. 297, in **Mauza Soyedpur** (also known as

Salekour and Seneidpur), 11, No.32, Tola No.21, K.S.No.093, (hereinafter for the sake of brevity referred to as "the **Said Premises**"), absolutely and forever.

- B. By two several Instruments of Conveyance dated 30th March 1974 and 15th October 1974 both made between Gajyash Chandra Lahri and Sachin Chandra Lahri therein referred to as the Vendor and Metropolitan Transport Company therein referred to as the Purchaser and both registered with the District Sub-Registrar, Mysore in Book No. 1 Volume No. 10 Pages 170 to 178 Being No.204, for the year 1974 and in Book No.1 Volume No.105 Pages 59 to 71 Being No.2142 for the year 1974 respectively. The said Sachin Chandra Lahri and Sachin Chandra Lahri for the consideration mentioned therein granted conveyed sold and transferred unto and to the said Metropolitan Transport Company **As That** the said Premises, absolutely and forever.
- C. Of the events aforesaid, the said Metropolitan Transport Company became the sole and absolute owner of the said said Premises and erected various building work sheds and structures thereon and the said Premises was subsequently separately assessed and numbered as by the Kalyana Municipal Corporation as municipal Premises No.230 Moh of Gupta Road, Kalyana.
- D. The said Metropolitan Transport Company also got its name reconstituted in the Records of Rights in the Office of the P.L. & S.O. in R.S. Khatta No.265.
- E. By an Instrument of Conveyance dated 27th March 1965 made between the said M/s. Metropolitan Transport Company therein referred to as the Vendor of the First Part and M/s. R. S. A. Enterprises therein referred to as the Purchaser of the Second Part and M/s. Triplex Enterprises therein referred to as the Confirming party of the Third Part and registered with the Additional Registrar of Assurances-1 Kalyana in Book No. 1 CD Volume No.20 Pages 2112 to 2115 Being No. 08189 for the year 2008, the said Metropolitan Transport Company for the consideration mentioned therein granted conveyed sold and transferred unto and to the said R. S. A. Enterprises **As That** the said Premises, absolutely and forever.
- F. By 23 (Twenty) several Instruments of Conveyance all dated 20th September 2012 and registered with the District Sub-Registrar-02, South 24-Bangalore, Assurances without the mentioned details below, the said M/s. R. S. A. Enterprises for the consideration mentioned therein granted conveyed sold and transferred unto and to the District therein **As That** the said Premises, absolutely and forever, each deed pertaining to 1117 (one thousand one hundred and sixteen) shares in the said Premises:

Sl. No.	Purchaser (i.e. the Present Owner)	Registration Details
1.	Well Water Treasin Private Limited	Book No. 1 CD Volume No.24 Pages 153 to 171 Being Deed No.09355 of 2012
2.	Adresh Park (PVT)	Book No. 1 CD Volume No.24 Pages 17 to 35 Deed No.21430 of 2012.

3.	Bhavya Bhattar Private Limited	BOOK No. 1 CD Volume No.34 Pages 38 to 79 Deed No.03454 of 2010
4.	Arshi Vahija Private Limited	BOOK No. 1 CD Volume No.34 Pages 79 to 97 Deed No.03455 of 2010
5.	Abash Agrawal	BOOK No. 1 CD Volume No. 34 Pages 104 to 131 Deed- No.03456 of 2010
6.	Riya Projects Private Limited	BOOK No. 1 CD Volume No.34 Pages 115 to 132 Deed- No.03457 of 2010
7.	Smt. Anita Agrwala	BOOK No. 1 CD Volume No.34 Pages 90 to 114 Deed No.03458 of 2010
8.	Smt. Suman Agrwala	BOOK No. 1 CD Volume No.34 Pages 20 to 39 Deed No.03459 of 2010
9.	Smt. Ragini Agrwala	BOOK No. 1 CD Volume No.34 Pages 1 to 19 Deed No.03461 of 2010
10.	Smt. Renuka Agrawal	BOOK No. 1 CD Volume No. 33 Pages 0450 to 0477 Deed No.03450 of 2010
11.	Madhuradan Bhattar Private Limited	BOOK No. 1 CD Volume No.03 Pages 5440 to 5438 Deed No.03449 of 2010
12.	Ajendra Prasad Agrawal (HUF)	BOOK No. 1 CD Volume No.03 Pages 5421 to 5439 Deed No.03448 of 2010
13.	Raja Kumar Agrawal (HUF)	BOOK No. 1 CD Volume No.03 Pages 5432 to 5430 Deed No.03447 of 2010

13. In the events aforesaid, the Owners herein be and shall be deemed and possessed of and/or otherwise well and sufficiently entitled to the said Premises, absolutely and forever free from all encumbrances and liabilities whatsoever.

Annexure "A"

4. Unless, in these provisions, there be something contrary or repugnant to the subject or context:
- (j) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (2017 Act No. 5 of 2017).
 - (k) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
 - (l) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
 - (m) **SECTION** shall mean a section of the Act.
 - (n) **SAID PREMISES** shall mean the municipal premises No.238 Plot at Gupta Road, 100-cs Station Faridpur, Kolkata-700063, contained in C.S. and R.S. Dtg. No.218, 117, 120 and 129, recorded in C.S. Khatta No.297, R.S. Khatta No.298, in Musam Faridpur (also known as Faridpur and Saradpur), T.C. No.12, Thana No.23, P.S. No.185, in the District of South 24 Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
 - (o) **PROJECT / BUILDING OR BUILDINGS AND/OR NEW BUILDING/S** shall mean the new Building or Buildings named "**SHANDEHAM**" under construction at the said Premises consisting of Basement, ground floor, a common Podium and Double upper floors presently having 330nos] Blocks namely the GEMMA, DIAMOND and NADA, and containing several independent and self contained Flats / Apartments, parking spaces, and other constructed area intended to be constructed by the Promoter at the said Premises.
 - (p) **ALLOTTEE / UNIT-HOLDER** According to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase either from the Promoter or the owners and their possession of any unit in the building at the said Premises (including the Owners and/or Promoter for those units and other constructed spaces not allotted by the Promoter and/or reserved and/or retained by the Promoter and/or the Owners for its own exclusive use).
 - (q) **COMMON AREA AND INSTALLATIONS** shall mean and include the areas, installations and facilities in and for the building and the Said Premises as mentioned and specified in **PART-E** of the **THIRD SCHEDULE** and expressed or included by the Promoter for common use and enjoyment by the Unit Holders of the Said Premises.

It is clarified that the Common Areas and Installations shall not include: (1) the parking spaces which the Proprietor and/or the Owners may use for themselves or permit to be used for the purpose of parking cars and other vehicles and/or other purposes; (2) roofs/terraces at different floor levels attached to any particular flat / apartment or flats / Apartments; (3) exclusive green / gardens attached to any particular flat / Apartment or flats / Apartments; (4) The Servants' Dormitories situated in the Ground Floor of the Building, and other open and covered spaces at the Premises and the Building which the Proprietor may from time to time express or stand not to be so included in the common areas and installations and the Proprietor shall be entitled to give such notice despite of the same in its absolute discretion, to which the Model Tenancy conforms.

- (ii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the premises and the building and in particular the Common Areas and Installations and provision of common services in common to the Members of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be constructed and shared by the Members.
- (iii) **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining, upkeeping and administering the building and the said premises and in particular the Common Areas and Installations, provision of services in common to the Unit Holders / Members of the Said Premises, for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (iv) **UNITS** shall mean the independent and self-contained flats / Apartments (herein called "**flats / Apartments**") and/or Commercial / Retail / Office / Non-Residential Spaces (herein called "**Commercial Spaces**") and/or other contractor areas (capable of being independently and exclusively held, used and enjoyed) in the Building at the said premises and whether the contract so permits or stands shall include the fishing spaces and/or docks, rafts and/or Servants' Dormitories and/or roofs and/or attached (balcony/terrace) / verandahs and/or terraces and/or exclusive gardens / green and/or other properties benefits and rights, if any, attached to the respective flats / Apartments and/or Commercial / Retail / Office / Non-Residential Spaces and also the undivided undivided share in the common areas and installations, attributable thereto.
- (v) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the ground floor of the Building / Block at the said premises and also the open parking spaces in the open compound at the ground level.

of the said Premises as expressed or intended by the Promisor at its sole discretion for parking of motor cars and other vehicles thereof or thereat.

- (v) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment / Apartment, excluding the area covered by external walls, walls under service shafts (if any), exclusive balcony or veranda or exclusive open terrace area, but including the area covered by the internal partition walls of the Flat / Apartment / Apartment;
- (vi) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Building and the area of the balconies / verandas / terraces and/or attached terraces and shall include the thickness of the external walls and columns and pillars (not including areas under the carpet walls, cycle, pillars, columns etc.), if any, thereof **PROVIDED THAT** if any wall or column or pillar is common between two units, then one half of the area under such wall or column shall be included in the area of each such unit;
- (vii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet area of the said unit may bear to the Carpet area of all the Units in the said Premises;

PROVIDED THAT where it refers to the share of the Kiosks or any Alottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any tax is on an area based income consideration or user then the same shall be determined on the basis of the area based income consideration or user of the said unit; it being clarified that in calculating the built-up area of any unit, the area of the concerned unit and the 50% area of the play balcony attached thereto (if any) shall be taken into consideration.

- (viii) **SAID UNIT** shall mean the Plot/Block Flat / Apartment No. _____ of the _____ side of the _____ floor of the _____ Block of the Buildings to be constructed at the said Premises hereinafter and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promisor as mentioned in **PART-EE** of the **THIRD SCHEDULE** and wherever the context so permits shall include the Alottee's proportionate undivided share in the Common Areas and Detachments, attributable to the said Flat / Apartment and further wherever the context so permits shall include the right of parking one or more motor cars in or portion of the parking space, if so specifically and as expressly mentioned and described in the aforementioned **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the aforementioned **SECOND SCHEDULE** and further wherever the context so permits shall

include the exclusive right to use the green / garden attached to the said flat / Apartment if so specifically and as expressly mentioned and described in the sub-clause **SECOND SCHEDULE** and further whenever the context so permits shall include the Proportional undivided share in the Servant's Corridor situated in the Ground Floor of the building with right to sleep of one servant therein in common with other servant(s) if specifically and as expressly mentioned and described in the intimated **SECOND SCHEDULE** and further whenever the context so permits shall include the exclusive, unrestricted and absolute right to install visit, Radio tower, Wood shed / store and/or other equipments/machines, Dish or other Antenna etc. on the top roof of the Building and to connect the same to the said Unit; if so specifically and as expressly mentioned and described in the intimated **SECOND SCHEDULE** and further whenever the context so permits shall include the exclusive, unrestricted and absolute right to install generator or any other equipment or installation at any portion of the said premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the intimated **SECOND SCHEDULE**.

- xv) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 20th April 2013 entered into between the Land Owner and the Promoter and registered with the Registrar of Assurances-1, Kolkata having File No.6022, Volume No.190-2013, for the year 2013;
- xvi) **MAINTENANCE COMPANY/ ASSOCIATION** shall mean any Company Incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Andhra, that may be formed by the Promoter for the various purposes taking such rules, regulations bye laws and resolutions as its deemed proper and necessary by the Promoter in its absolute discretion.
- xvii) **MAINTENANCE DE-CHARGE** shall upon Formation of the Maintenance Company and its taking over charge of the acts relating to the Contract Purpose from the Promoter shall mean the Maintenance Company and at such time the Maintenance Company is formed and takes over-charge of the acts relating to the contract purpose shall mean the Promoter.
- xviii) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Andhra 3040 actual-physical possession of the said Unit after fulfilling all its liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Andhra to take possession of the said Unit in terms of the said clause 7.1 irrespective of whether the Andhra takes actual physical possession of the said Unit or not, whichever is earlier.

- (xii) **ARCHITECTS** shall mean Agarwal & Agarwal of Working Model 203, Sector 29/29B Street, Kirti Vihar – 700017 or such other Architects as may be appointed by the Promoter from time to time for the Building / SGA Premises;
- (xiii) **ADVOCATES** shall mean Mehta, Saroop & Company, Advocates of No.18 Nandan Nagar Koy Road, 4th Floor, Kolkata;
- (xiv) **PLAN** shall mean the plan for the work being sanctioned by the Kolkata Municipal Corporation vide Building Formic No. 2015120042 dated 14th May 2015, with Revised plan under Rule 20 (20) & (21) of 1974 Building Rules 2008 having been sanctioned on 05.03.19, for construction of the Building at the said Premises and shall include whatsoever modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owner (as per arrangement between them) shall be entitled to conduct and deal with the same, to which the Kolkata hereby consents.

It is hereby agreed, understood and clarified that the Promoter and/or the Land Owners have in or about August, 2018 applied for another Revised plan under Rule 20(20) & (21) for the matters hereinbefore mentioned and the Kolkata shall have no objection with regard thereto and hereby consents to the same. Further, in case any additional area / FAR is available or any FAR is found to be unencumbered, then the Promoter and the Land Owner shall be entitled to avail / consume the same by way of additional floors or otherwise.:-

- a. Number of open car parks proposed to be increased from 14 nos. to 20 nos.
- b. Drip / Geyser location proposed to be delineated in the plan submitted for sanction which was not previously shown in plan.
- c. The size of Transformer area proposed to be reduced from 12mtr X 3.5 Mtr to 10mtr X 3Mtr.
- d. The entrance / exit gate proposed to be shifted.
- e. Security Compound proposed to be provided in new plan at the entrance of the gate which was not previously shown in sanction.
- f. Additional electrical/tele room proposed to be constructed near Block 2.
- g. The shape of the pond proposed to be changed in the new plan.
- h. The location of the Stair room proposed to be shifted from ground floor level to first floor changing room.
- i. The Gym lobby proposed to be divided into Office lobby and Lobby in the new plan.
- j. The 2 nos. store rooms in parking area proposed to be shown as 24x24 in new plan.
- k. Floor area variation (the shifting of walls, etc) proposed to be done for better utilization of space and all variation is submitted for sanction in new plan.

1. Location of elevators proposed to be shifted from Block 3 - 1st floor to Block 2 - 1st floor.
 16. Layout of one Flat / Apartment proposed to be changed in 2nd Block, Flat / Apartment C only on 1st floor.
 17. Location of waste pod on podium level proposed to be shifted and the size of switching pod proposed to be reduced for structural issues.
 18. The green area, water body, proposed to be shown in the open terrace common between the towers for common use, which areas were not shown in previous plan.
 19. Office room proposed to be shifted from first floor to ground floor near gate.
 20. Total Area proposed to be increased from previous plan also and the layout thereof also proposed to be revised.
 21. Waste bin room also proposed to be added in Flat / Apartment A and Flat / Apartment C of Block 2 on the second floor.
 22. Other minor changes for shifting of walls, etc.
- xxx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER WORDS** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, their **Ka, or her** or their respective heirs, legal representatives, executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs, legal representatives, executors and administrators;
 - (c) In case the Allottee be a partnership firm or an L.L.P. then its partners for the time being their respective heirs, legal representatives, executors and administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. As a matter of necessity, the ownership and enjoyment of the units by allottees shall be consistent with the rights and interest of all the other allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the allottees shall be bound and obliged:
- (A) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (B) to observe T&D and perform the rules, regulations and instructions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made, altered, framed by the Promoter And/or the Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person, and the allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for hosting their or visa functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason therefor.
 - (C) to allow the Maintenance In-charge and their authorized representatives with or without workmen to enter into their units at all reasonable times for work of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects, decay and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereof provided that in case of emergencies / suspension, no such notice shall be required to be given.
 - (D) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility spaces etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Dining & Catering Centre, Hobby Centre or any commercial, manufacturing or processing unit, etc.) whatsoever without the consent in writing of the Promoter And/or allottees, if being expressly agreed that such restriction on the Allottee or the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes.

- (6) In case of Commercial / Retail / Non-Residential Areas / Spaces, then to use the said unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Transferee and obtained, it being expressly agreed that such restriction on the Aliotee shall not in any way restrict the right of the Transferees use or permit to be used any other commercial space / unit in the building for residential or other purposes.
- (7) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and certified that in case the said unit be a Commercial Space, then the Aliotee / Transferee of such commercial space shall in normal course (excluding exigencies and emergencies) not enter upon the residential portion of the building. **Provided That** nothing shall imper or prejudice the rights of easements and of ingress and egress of such Aliotee / Transferee of such Commercial Space over all portions of the building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of lift, Radio-Towers, leased data / voice and/or other equipments/machines, Dab or other Jarsukas etc. on the top roof and separate and/or a Generator at a portion of the said Premises and the rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the Transferee and/or the Land Owner) **And** further the Aliotee / Transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installation, drainage system, fire system, supply of electricity etc.
- (8) To use the car parking spaces, if any created and/or agreed to be created, only for the purpose of parking of medium sized motor cars.
- (9) Not to use the attached roof of the Building or the Common Areas and Outstaircase for bathing or other unbecoming purposes or such purpose which may cause any nuisance or annoyance to the other Aliotees.
- (10) To use the Common Areas and Installations, any to the extent required for ingress to and egress from their respective units of men and materials and passage of vehicles and facilities.
- (11) To keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, terraces etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or exhibit any one to store the goods articles or things therein or thereat or in any other common areas of the premises.
- (12) Not to claim any right whatsoever or whatsoever over any unit or portion of the premises save their unit.

- (f) Not to put any paraphernalia of table, box or bench-top or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and absent immediately outside the main gate of their units. It is hereby expressly made clear that in no event any Addressee shall open out any additional window or any other apparatus (including outside the exterior of his Flat / Apartment / unit).
- (g) 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 part or any part of the said Premises or may cause any nuisance in the premises payable in respect thereof.
- (h) Not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Master/Deed Voucher in writing or in the manner as recorded may be in which it was previously decorated.
- (i) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the lay-out, passages, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into sewers, drains, gutters, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (j) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (k) To keep their respective units and parts walls, windows, drains, pipes, ceilings, floors, entrance and main entrance serving any other unit in the Building in good and substantial repair and condition so as to support, order and protect and keep habitable the other occupants of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or whatsoever to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Addressee shall not make any form of alteration in the floor and columns passing through their respective units or the common areas for the purpose of making changes or repairing the concealed wiring and piping or otherwise.
- (l) Not to let out furniture or part with the possession of the parking spaces, agreed to be allotted and/or granted to them independent of the Flat / Apartment/ agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out furniture or part with possession of their parking spaces independent of their Flat / Apartments in any other corner of Flat / Apartment in the Building and none else.

- (k) In case any Open Terrace be attached to any Flat / Apartment, then the same shall be a property / right (as applicable) appurtenant to such Flat / Apartment and the right of use and enjoyment thereof shall always travel with such Flat / Apartment and the following rules/terms/conditions and covenants shall be applicable on the Aforesaid thereof in relation thereto:

- (i) The Aforesaid Tenant shall not be entitled to sell, convey, transfer or assign such Open Terrace independently (i.e. independent of the Flat / Apartment owned by such Aforesaid in the said building);
- (ii) The Aforesaid Tenant not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Ghomias etc.;
- (iii) The Aforesaid Tenant not install a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Aforesaid Tenant may convert such Open Terrace into a garden land/plot without in any manner affecting the structural stability of the building.

- (l) In the event, any Aforesaid has been allotted, any car parking space within the premises, then such Aforesaid shall be bound and obliged to observe N/A and perform the following terms and conditions:

- (i) The Aforesaid shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car therein;
- (ii) The Aforesaid shall not be entitled to sell, transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his title, license/permit;
- (iii) The Aforesaid shall not make any construction of any nature whatsoever, in or around such parking space or any part thereof nor cover such parking space by existing walls / barricades etc. of any nature whatsoever;
- (iv) The Aforesaid shall not park nor allow or permit anyone to park, motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveway, pathways or passages within the said premises or any other portion of the premises save of the allotted Parking Space;
- (v) The Aforesaid shall observe N/A and perform all terms/conditions/ stipulations/restrictions/rules/regulations etc., to be made applicable

from time to time by the Promisor and/or the maintenance corporation regard to the use and maintenance of the parking spaces in the said building and the said premises.

- (v) The Addressee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such parking space, if and as applicable, and shall indemnify and keep saved harmless and indemnify the Promisor and the Land Owner with regard thereto.
- (x) In the event any Addressee has been awarded any space in Servant Domiciles, whether jointly with the Flat / Apartment or independently, then such Addressee shall be bound and obliged to observe, fulfill and perform the following terms and conditions:
- (i) The Addressee shall use such space in Servant Domiciles only for the purpose of residence of his servant and for no other purpose whatsoever;
 - (ii) The Addressee shall not be entitled to sell transfer or assign to any person such space in Servant Domiciles or allow or permit any one to use such space tenent, lessee, contractor, licensee or otherwise or part with possession of such space in Servant Domiciles, independent of his Unit;
 - (iii) The Addressee shall observe, fulfill and perform all terms, conditions, stipulations, restrictions, rules, regulations etc., as be made applicable from time to time, by the Promisor And/or The Maintenance Corporation with regard to the use and maintenance of the servant's Domiciles;
 - (iv) The Addressee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's domiciles and shall indemnify and keep saved harmless and indemnify the Promisor and the maintenance corporation with regard thereto.
- (xi) not to carry on or cause to be carried on any offensive, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units.
- (xii) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

- (k) not be allowed to nor permitted to make any structural changes / modifications to their respective units or any part thereof provided that internal finishing work may be carried out by the Allottees in a lawful manner;
- (l) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / veranda etc., nor cover the same in any manner, including enclosures etc.
- (m) not to cook or prepare or consume any non-vegetarian food in community hall / common areas.
- (n) to abide to test observe and perform all the relevant laws, codes, orders, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, sub-soil generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (o) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, by-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, KEMCO Limited, Fire Brigade, and/or any statutory authority and/or authority with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, sub-soil, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units within the building as be required to be carried out by them, independently or in concert with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be accountable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the maintenance in-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (p) to apply for and obtain at their own costs separate apartmentment J assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.

- (82) not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter/Installer of the same. In case of and in the event any Abottee installs air conditioners at any place other than the places sanctioned and/or specified for the same, then and in that event, the said Abottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 100/- (Rupees One Hundred) only per sq. ft., of the chargeable area of such Abottee's Flat / Apartment and shall also forthwith remove the air conditioners. Further, before installation, the Abottee shall also get the layout plan of the air conditioners to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is channelled within their respective Flats / Apartments.
- (83) not to close or permit the closing of verandahs, balconies, loggias, balconies, terraces or the common walls and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, loggias or any external walls or the fences of external doors and windows including grills of the Flat / Apartment which is the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Abottee, such Abottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses, not 10% (Ten Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Abottee.
- (84) not to make in the Flat / Apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Abottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 300/- (Rupees Five Hundred) only per sq. ft., of the chargeable area of the concerned Flat / Apartment.
- (85) to bear and pay and discharge exclusively the following expenses and outgoings:-
- Municipal rates and taxes (and also the commercial surcharge in case the said Unit is a Commercial Space), drainage tax, water tax (if any), assessed on or in respect of their respective units directly to the Subtle Municipal Corporation Provided That so long as the same are not assessed separately for the purpose of such rates and taxes, such Abottee shall pay and/or deposit in the Suburban Account of the concerned Revenue Authority pro-rata share of all such rates and taxes assessed on the Building or the Premises;

- ff) All other bills, impositions, taxes, dues and outgoings whether existing or to here be imposed or levied at any time in future on or in respect of the respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Flattees or the Promoter and/or the Land Owners, and the same shall be paid by the Flattees, wholly or in case the same relate to their respective units and proportionately in case the same relate to the Building or the said Premises as a whole.
- gg) Electricity charges for electricity consumed in or relating to the respective units and until a separate electric meter is obtained by the Flattees for their respective units, the Promoter and/or the Maintenance In-Charge (as applicable) shall (subject to availability) provide a reasonable quantum of power from their own existing sources and the Flattees shall pay electricity charges to the Promoter and/or the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to Electricity Supply Company (ESC/ESL).
- hh) Charges for enjoying and/or installing power in excess of (1) one) kilowatt per square foot of the built-up area of their respective units, if (subject to availability) provided by the Maintenance In-Charge from the common Generator to be installed and the same shall be payable to the Maintenance In-Charge and also charges for using enjoying and/or installing any other utility or facility, if exclusively in or for their respective units, wholly and if in common all Flattees, proportionately to the Promoter or the appropriate authorities, as the case may be.
- ii) Proportional share of all Common Expenses (including those mentioned in the **THIRD SCHEDULE**) payable to the Maintenance In-Charge from time to time, in particular and without prejudice to the generality of the foregoing, each one of the Flattees shall pay to the Maintenance In-Charge, a minimum of maintenance charges calculated @Rs 2.00/- (Rupees Two and Paise 00/100) only per square foot per month of the sum total of (i) the built-up area of the said unit and (ii) the area corresponding to the proportionate area of the Flattee in the Common Area and Insulators and (iii) 50% of the area of the plot boundary, if any attached to the said flat / apartment, which areas are totaling to Square feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market value of such services. It is clarified that expenses for installing, repairing, upkeep and administering the respective Common Area and Insulators shall not be separately incurred / charged / accounted for nor is the same liable for

practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.

- (V) All penalty purchase interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment, surcharge or charges by the Electricity Supplier from its consumers for the delay default or negligence).

(vi) to observe such other conditions as he deemed reasonable by the Promisor or/and the Maintenance Company from time to time for the common purposes.

- Unless otherwise expressly mentioned elsewhere herein, all payments mentioned above shall be made within 7th day of the month for which the same are due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottees shall be deemed to have been served upon the Allottees, in case the same are left in their respective units or in the letter boxes in the ground floor of the building earmarked for their respective units.
- It is expressly declared that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and facade of the buildings and the Common Areas and Installations etc. and the same shall be shared by And between the Allottee and the other Allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee user or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
- In the event of any of the Allottees being and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal water and Taxes, Common Expenses or any other amount payable to them as aforesaid and/or in observing and performing their ownership terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per month on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

 - discontinue the supply of electricity to the unit of the defaulting Allottee;

(ii) without and also all other utilities and facilities (including lift, generator etc.) to the defaulting Abodee and his / her / its / their employees, vendors, visitors, guests, tenants, licensees and his / her / its / their unit;

(iii) to demand and directly realize rent and/or other amounts becoming payable to the defaulting Abodee by the tenants or licensees or other occupant in respect of the unit of the defaulting Abodee.

3. It is also agreed and clarified that in case any Abodee (not necessarily being the Abodee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Council Expenses, or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Abodee shall not hold the Operator or the Maintenance in charge of the Land Owned responsible for the same in any manner whatsoever.

Ref.No. _____

September 03.09.2018

Sub : Provisional Allotment of Unit No. _____ on the _____ floor having a Carpet area being _____ Sq.Ft. in the project "**SHANKHMANI**" being developed at 338, Motilal Gupta Road, Kolkata 700082 with _____ Open/Covered/Basement car park and _____ Two-wheeler Parking Facility. ("Apartment")

Dear Sir,

Please refer to the application for allotment of the aforesaid flat made by you on _____.

We are pleased to provisionally allot you the Apartment on and subject to the Terms and Conditions as contained in and annexed to the Application Form. The Consideration for transfer of the Apartment shall be Rs. _____ payable by you as per the Payment Schedule for the Price mentioned in Part - IV of Annexure II of the said Application form. You shall be bound to observe, fulfil and perform of all requirements, conditions and the Terms and Conditions contained in and annexed to the Application Form submitted by you in the manner and within the time stipulated therefor, which please note.

Thanking you,

Yours truly,

For Mani Enclave Private Limited

ACCEPTED AND CONFIRMED

Authorized Signatory

(Signature of the Applicant)

SALE DEED

THIS INDENTURE executed on this _____ day of _____, 2018. **BY AND BETWEEN MANI ENCLAVE PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park 1st Floor, Kolkata 700019, represented by _____ hereinafter referred to as "the **PROMOTER/ DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART AND (1) WELL WISHER TREXIM PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, , Kolkata-700001, **(2) ABINASH MORE (HUF)**, a Hindu Undivided Family having its Office at 18/A Mayfair Road, Kolkata 700019, **(3) BIHARIJI BARTER PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, Kolkata-700001, **(4) AROHI VANIJYA PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 14, Netaji Subhash Road, Kolkata-700001, **(5) AKASH AGARWAL** son of Sri Saroj Kumar Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(6) RIYA PROJECTS PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, , Kolkata-700001, **(7) SMT. ANITA AGARWALA** wife of Sri Nirmal Kumar Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(8) SMT. SUMITA AGARWALA** wife of Sri Brahmanand Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(9) SMT. MEGHA AGARWALA** wife of Sri Piyush Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(10) SMT. RENUKA AGARWAL** wife of Sri Saroj Kumar Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata 700001, **(11) MADHUSUDAN BARTER PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at 14, Netaji Subhash Road, Kolkata-700001, **(12) RAJENDRA PRASAD AGARWAL (HUF)**, a Hindu Undivided Family having its Office at 18/A Mayfair Road, , Kolkata 700019 represented by its Karta Sri Rajendra Prasad Agarwal son of Late Ram Prasad Agarwal residing at 18/A Mayfair Road, Kolkata 700019 **and (13) BIJAY KUMAR AGARWAL (HUF)**, a Hindu Undivided Family having its Office at 35A, Ballygunj Park, Kolkata 700019 represented by its Karta Sri Bijay Kumar Agarwal son of Late Ram Prasad Agarwal residing at 35A, Ballygunj Park, Kolkata 700019, hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or

repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the

SECOND **PART**

AND _____ hereinafter

referred to as "the **ALLOTTEE / PURCHASER**" of the **THIRD PART**:

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the municipal Premises No.338 Motilal Gupta Road, Police Station Haridevpur, Kolkata 700082, comprised in C.S. and R.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatian No.297, R.S. Khatian No.296, in Mouza Sayedpur (also known as Saiyadpur and Saiyedpur), J.L. No.12, Touzi No.23, R.S. No.193, in the District of South 24 Parganas, described in the **FIRST SCHEDULE** hereunder written **SAVE** suchshares / parts therein as have already been conveyed. Devolution of title of the Land Owners to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and _____ has issued completion certificate vide _____ dated _____.
- E. By an Agreement for Sale dated _____ and **registered** with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined)

described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.

- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owners have agreed to join in as party to this deed.
- I. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners to the said Premises;
 - (ii) The rights of the Promoter under the Development Agreements;
 - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
 - (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
 - (v) The total area comprised in the said Apartment / Unit.
 - (vi) The Completion Certificate.
 - (vii) The scheme of user and enjoyment of the the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and

transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners or the Promoter.
- iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set forth herein and also in the said Sale Agreement, which shall apply *mutatis mutandis*.

2. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

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

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter or the Land Owner shall not be held liable therefor in any manner whatsoever.

3. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

4. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;
5. The Project shall bear the name "SHANKHMANI" and the blocks will be respectively named as the "SWARA", "DHWANI" and "NAAD" unless changed by the Promoter from time to time in its absolute discretion.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed these presents at _____ in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee :** (including joint buyers)

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED
LAND OWNERS :**

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES**THE FIRST SCHEDULE ABOVE REFERRED TO:****(said Premises)**

ALL THOSE the Municipal Premises No. 338, Motilal Gupta Road, Police Station Haridevpur, in Ward No 122 of the Kolkata Municipal Corporation, Kolkata 700082, containing an area of 4 (four) Bighas 6 (six) Cottals 8 (eight) Chittacks [equivalent to 143 Sabak] be the same a little more or less situate lying at and comprised in C.S. and R.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatian No 297, R.S. Khatian No.296, in Mouza Sayyadpur (also known as Sayyadpur and Sayyadpur), 11. No.12, Taluzi No.23, R.S. No.193, and shown marked within "RED" borders on the **First Plan** hereto annexed and butted and bounded follows:-

- On the North** : Partly by Premises Nos.689, 192 & 189 Motilal Gupta Road, Kolkata-700082 and comprised in R.S. Plot No. 120, 121, 132 & 133;
- On the East** : By Motilal Gupta Road;
- On the South** : Partly by each Premises Nos.73 & 83/2 Motilal Gupta Road, Kolkata-700082 and comprised in R.S. Plot No.111;
- On the West** : Partly by each Premises Nos.282, 434 & 503 Motilal Gupta Road, Kolkata-700082 and comprised in R.S. Plot No.113 and partly by KMC Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO:**(UNIT)**

All That the Residential Flat / Apartment bearing No.,containing a Carpet Area of _____ Square Feet [Built-up Area whereof being _____ Square Feet (inclusive of the area of the balcony(es) / verandah(s) being _____ Square Feet)] more or less on the _____ side on the _____ floor of the _____ Block of the Buildings at

the said Premises described in the **First Schedule** herinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "Red".

TOGETHER WITH the proportionate undivided share in the Servant Dormitory on the ground floor of the building as shown in the **Plan** annexed hereto, duly bordered thereon in "_____", with right to sleep of one servant therein in common with other servants.

With right to park _____ motor car/s in the covered space in the **Ground Floor** of the building as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

With right to park _____ motor car/s in the open compound of the said Premises as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

With right to park _____ motor car/s in the Basement of the said Premises as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations)

- (a) Land comprised in the said Premises.
- (b) Entrance and exit gates of the said Premises.
- (b) Paths passages and driveways in the said Premises other than those reserved by the Owners and/or the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Promoter for exclusive use of any Aforesaid.
- (c) Exclusive Entrance Lobby in the Ground Floor of each Block.
- (d) All staircases of the building complex alongwith their full and half landings with stair covers on the ultimate roof.
- (e) Ultimate roof of the building with decorations and beautification.
- (f) Residents' Club with well-equipped gymnasium, swimming pool, Store, space for library, card's room, pool table room.
- (g) Landscaped area with well decorated water body at the ground level on the Northern side of the said Premises and on the First Floor with Kids play area, Chess Court Area.
- (h) Air-conditioned community hall on the Ground Floor.

- (i) For each Block there will be 2 (two) automatic lifts (Kone or Equivalent) make and center opening sliding stainless steel doors alongwith shafts and the lobby in front of it on typical floors and Lift machine room.
- (j) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- (k) Security room for danvon / security guards in the ground floor of the building.
- (l) Common toilets in the Ground Floor.
- (m) Requisite arrangement of Intercom / EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- (n) Boundary walls.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

- A. One Satyesh Chandra Lahiri and Sachish Chandra Lahiri were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **ALL THOSE** the various pieces and parcels of SthitbanBalyati (Potta Hule Mekorari) land, containing an area of 4 (four) Bighas 6 (six) Cottahs 8 (eight) Chittacks be the same a little more or less situate lying at and comprised in C.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khatian No.197, in Mouza Sanyalpur (also known as Sanyalpur and Sanyalpur), I.L. No.12, Touzi No.23, R.S.No.193, (hereinafter for the sake of brevity referred to as "**the said Premises**"), absolutely and forever.
- B. By two several Indentures of Conveyance dated 30th March 1974 and 16th October 1974 both made between Satyesh Chandra Lahiri and Sachish Chandra Lahiri therein referred to as the Vendors and Metropolitan Transport Company therein referred to as the Purchaser and both registered with the District Sub-Registrar, Alipore in Book No. 1 Volume No. 57 Pages 170 to 178 Being No.2041 for the year 1974 and in Book No.1 Volume No.169 Pages 58 to 73 Being No.5742 for the year 1974 respectively, the said Satyesh Chandra Lahiri and Sachish Chandra Lahiri for the consideration mentioned therein granted conveyed sold and transferred unto and to the said Metropolitan Transport Company **All That** the said Premises, absolutely and forever.

- C. In the events aforesaid, the said Metropolitan Transport Company became the sole and absolute owner of the said Premises and erected various dwelling units sheds and structures thereat and the said Premises was subsequently separately assessed and numbered as by the Kolkata Municipal Corporation as municipal Premises No.338 Motilal Gupta Road, Kolkata.
- D. The said Metropolitan Transport Company also got its name recorded/mutated in the Records of Rights in the Office of the B.L. & L.R.O. in R.S. Khatian No.296.
- E. By an Indenture of Conveyance dated 23rd March 2006 made between the said M/s. Metropolitan Transport Company therein referred to as the Vendor of the First Part and M/s. R S A Enterprises therein referred to as the Purchaser of the Second Part and M/s. Tirupati Enterprises therein referred to as the Confirming party of the Third Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.10 Pages 6712 to 6745 Being No. 04989 for the year 2009, the said Metropolitan Transport Company for the consideration mentioned therein granted conveyed sold and transferred unto and to the said R S A Enterprises **All That** the said Premises, absolutely and forever.
- F. By 13 (thirteen) several Indentures of Conveyance all dated 20th September 2010 and registered with the District Sub-Registrar II, South 24 Parganas, details whereof are mentioned hereinbelow, the said M/s. R S A Enterprises for the consideration mentioned therein granted conveyed sold and transferred unto and to the Owners herein **All That** the said Premises, absolutely and forever, each deed pertaining to 1/13th undivided share in the said Premises:

Sl. No.	Purchaser (i.e. the Present Owner)	Registration Details
1.	Well Wisher Trust Private Limited	Book No. 1 CD Volume No.34 Pages 153 to 171 Being Deed No.09459 of 2010
2.	Abinash Nore (HUF)	Book No. 1 CD Volume No.34 Pages 77 to 95 Deed No.09455 of 2010
3.	Biharij Barter Private Limited	Book No. 1 CD Volume No.34 Pages 58 to 76 Being Deed No.09454 of 2010

4.	Arohiarejya Private Limited	Book No. 1 CD Volume No.34 Pages 39 to 57 Deed No.09453 of 2010
5.	Akash Agarwal	Book No. 1 CD Volume No.34 Pages 134 to 152 Deed No.09458 of 2010
6.	Riya Projects Private Limited	Book No. 1 CD Volume No.34 Pages 115 to 133 Deed No.09457 of 2010
7.	Smt. Anita Agarwal	Book No. 1 CD Volume No.34 Pages 96 to 114 Deed No.09456 of 2010
8.	Smt. Sumita Agarwal	Book No. 1 CD Volume No.34 Pages 20 to 38 Deed No.09452 of 2010
9.	Smt. Megha Agarwal	Book No. 1 CD Volume No.34 Pages 1 to 19 Deed No.09451 of 2010
10.	Smt. Renuka Agarwal	Book No. 1 CD Volume No.33 Pages 5459 to 5477 Deed No.09450 of 2010
11.	Mehvasudan Barter Private Limited	Book No. 1 CD Volume No.33 Pages 5440 to 5458 Deed No.09449 of 2010
12.	Rajendra Prasad Agarwal (RUF)	Book No. 1 CD Volume No.33 Pages 5421 to 5439 Deed No.09448 of 2010
13.	Bijay Kumar Agarwal (RUF)	Book No. 1 CD Volume No.33 Pages 5402 to 5420 Deed No.09447 of 2010

- G. In the events aforesaid, the Owners herein became and still is seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises, absolutely and forever free from all encumbrances and liabilities whatsoever.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Alottee the within mentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques / pay order / demand draft and/or in cash.

MEMO OF CONSIDERATION:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context:
- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLII of 2017).
 - ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
 - iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
 - iv) **SECTION** shall mean a section of the Act.
 - v) **SAID PREMISES** shall mean the municipal Premises No.338 Motilal Gupta Road, Police Station Bardevpur, Kolkata 700082, comprised in C.S. and R.S. Dag Nos.116, 117, 118 and 119, recorded in C.S. Khalian No.297, R.S. Khalian No.296, in Mouza Sanyedpur (also known as Sanyedpur and Salyedpur), J.L. No.12, Youz No.23, R.S. No.193, in the District of South 24 Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
 - vi) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new building or Buildings named "**SHANKHMANI**" constructed at the said Premises consisting of Basement, ground floor, a common Podium and twelve upper floors presently having 3(three) Blocks namely the SWARA, DHWANI and NAAD, and containing several independent and self contained Flats / Apartments, parking spaces, and other constructed areas.
 - vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the building at the Said Premises (including the Owners and/or Promoter for those units and other constructed spaces not

alienated by the Promoter and/or reserved and/or retained by the Promoter and/or the Owners for its own exclusive use).

- (vi) **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas, installations and facilities in and for the building and the Said Premises as mentioned and specified in the **THIRD SCHEDULE** and expressed or intended by the Promoter for common use and enjoyment by the Unit Holders of the Said Premises.

It is clarified that the Common Areas and Installations shall not include (i) the parking spaces which the Promoter and/or the Owners may use for themselves or permit to be used for the purpose of parking cars and other vehicles and/or other purpose; (ii) roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments; (iii) exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments (iv) the Servant's Dormitories situated in the Ground Floor of the Building, and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- (v) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.

- (x) **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining, upkeep and administering the building and the said premises and in particular the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the

beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- x) **UNITS** shall mean the independent and self-contained Flats / Apartments (herein called "**Flats / Apartments**") and/or Commercial / Retail / Office / Non-Residential Spaces (herein called "**Commercial Spaces**") and/or other constructed areas (capable of being independently and exclusively held used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or store room and/or Servant Dormitories and/or roof/s and/or attached balcony(es) / verandah(s) and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and/or Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided share in the common areas and Installations, attributable thereto.
- xi) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the ground floor of the Building / Blocks at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles therein or thereat.
- xii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Building and the area of the balconies / verandahs therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.

- xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet area of the said Unit may bear to the Carpet area of all the Units in the Said Premises;

PROVIDED THAT where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit); it being clarified that in calculating the built-up area of any unit, the area of the concerned unit and the 50% area of the sky balcony attached thereto **(if any)** shall be taken into consideration.

- xvi) **SAID UNIT** shall mean the Residential Flat / Apartment No. ____ on the ____ side of the ____ floor of the ____ Block of the buildings to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** and wherever the context so **permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Flat / Apartment and further wherever the context so **permits** shall include the right of parking one or more motor cars in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so **permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so **permits** shall include the exclusive right to use the green / garden attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so **permits** shall include the Proportionate undivided share in the Servant's Dormitory situated in the Ground Floor of the building with right to sleep of one servant therein in common with other servants, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so **permits** shall include the exclusive, unrestricted and absolute right to install VSAT, Radio

Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install Generator or any other equipment or installation at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withstated **SECOND SCHEDULE**.

- xvii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 27th April 2015 entered into between the Land Owners and the Promoter and registered with the Registrar of Assurances-1, Kolkata having being No.6822, Volume No.1901-2015, for the year 2015;
- xviii) **MAINTENANCE COMPANY/ ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xx) **PLAN** shall mean the plan for the time being sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2015130043 dated 14th May 2015, with Revised plan under Rule 26 (2a) & (2b) of KMC Building Rules 2009 having been sanctioned on 05.05.16, and further Revised plan under Rule _____ of KMC Building Rules 2009 having been sanctioned on _____.

- (xi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**. Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- (xiii) The expression **ALLOTTEE** shall be deemed to mean and include:
 - (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. As a matter of necessity, the Ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottee or the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;

- (e) In case of **Commercial / Retail / Non-Residential Areas / Spaces**, then to use the said Unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter/Ink had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit to be used any other commercial space / unit in the building for residential or other purposes;
- (f) notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that in case the said Unit be a Commercial Space, then the Allottee / transferee of such commercial space shall in normal course (excluding exigencies and emergencies) not enter upon the residential portion of the Building. **Provided That** nothing shall impair or prejudice the rights of easements and of ingress and egress of such Allottee / transferee of such Commercial Space over all portions of the Building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof and separate exclusive Generator at a portion of the said Premises and the rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the Promoter and/or the Land Owners) **And** further the Allottee / transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installations, drainage system, fire system, supply of electricity etc.
- (g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.

- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities,
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises,
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units,
- (l) not to put any nameplate or letter box or neon sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decant nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Apartment / unit,
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof,
- (n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated,
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, drains, water or soil pipes serving the Building nor allow or permit any other person to do so.

- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Flats / Apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments to any other owner of Flat / Apartment in the Building and none else.
- (s) In case any Open Terrace be attached to any Flat / Apartment, then the same shall be a property / right (as applicable) appurtenant to such Flat / Apartment and the right of use and enjoyment thereof shall always travel with such Flat / Apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- (i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Flat / Apartment owned by such Allottee in the said building);
 - (ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shantisetsc.;
 - (iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- (f) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc... as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.

- (v) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners with regard thereto.
- (u) In the event any Allottee has been allotted any space in Servant Dormitories, whether jointly with the Flat / Apartment or Independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such space in Servant Dormitories only for the purpose of residence of his servant and for no other purpose whatsoever;
- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such space in Servant Dormitories or allow or permit any one to use such space tenant, lessee, caretaker, licensee or otherwise or part with possession of such space in Servant Dormitories, independent of his Unit,;
- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's Dormitories.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's dormitories and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.

- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including Shamianas etc.
- (z) not to cook or prepare or consume any non-vegetarian food in community hall / common areas.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners severally harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CPSC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or

relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (dd) not to fit or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One Hundred) only per sq. ft., of the chargeable area of such Allottee's Flat / Apartment and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats / Apartments.
- (ee) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of

the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (ff) not to make in the Flat / Apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.500/- (Rupees Five thousand) only per sq. ft., of the chargeable area of the concerned Flat / Apartment.
- (gg) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes (and also the commercial surcharge in case the said Unit be a Commercial Space), drainage tax, water tax (if any), assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as the same are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the concerned Assessing Authority proportionate share of all such rates and taxes assessed on the Building or the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter and/or the Land-Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective Units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to the respective units and until a separate electric meter is obtained by

The Allottees for their respective units, the Promoter and/or the Maintenance In-Charge (as applicable) shall (subject to availability) provide a reasonable quantum of power from their own existing sources and the Allottees shall pay electricity charges to the Promoter and/or the Maintenance In-charge based on the reading shown in the sub-meters provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to Electricity Supplier (CESC Ltd.).

- (iv) Charges for enjoying and/or availing power in excess of 1(one) Watt per square foot of the built up area of their respective units, if (subject to availability) provided by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common all Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **THIRD SCHEDULE**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, each one of the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.2.80/- (Rupees Two and Paise Eighty) only per square foot per month of the sum total of (i) the built-up area of the said Unit and (ii) the area corresponding to the proportionate area of the Allottee in the Common Areas and Installations and (iii) 50% of the area of the sky balcony, if any attached to the said Flat / Apartment, which areas are totalling to ____ Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the

Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the Electricity Supplier from its consumers for the delay payment of its bills).

(hh) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned above shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In charge. The bills and demands for the amounts payable by the Allottees shall be deemed to have been served upon the Allottees, in case the same are left in their respective Units or in the letter boxes in the ground floor of the Building earmarked for their respective Units;
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repairing of the main structure and façade of the Buildings and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then

without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Alottee, such defaulting Alottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:-

- (i) disconnect the supply of electricity to the unit of the defaulting Alottee;
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.,) to the defaulting Alottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Alottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Alottee.

5. It is also agreed and clarified that in case any Alottee (not necessarily being the Alottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Alottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

M/s. Mani Enclave Private Limited

11/1 Sunny Park, 1st Floor,
Kolkata 700019

Unit No. _____

Floor _____

Project "SHANKHMANI"

Plot No. 338, Motilal Gupta Road, Kolkata 700082.

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**SHANKHMANI**' which is under construction and being developed by you as Developer having been appointed as such by (1) Well Wisher Trexim Private Limited, (2) Abhinash More (HUF), (3) Biharji Barter Private Limited, (4) Arohi Vanijya Private Limited, (5) Akash Agarwal, (6) Riya Projects Private Limited, (7) Smt. Anita Agarwala, (8) Smt. Sumita Agarwala, (9) Megha Agarwala, (10) Smt. Renuka Agarwal, (11) Madhusudan Barter Priavte Limited, (12) Rajendra Prasad Agarwal (HUF) and (13) Bijay Kumar Agarwal (HUF) (the Land Owner). I/We have been provided a copy of (a) the Annexure II containing description, area, payment plans and Terms and Conditions for allotment, (b) formats of proposed Agreement and Sale Deed for transfer and after having carefully studied, read and understood the same and on being agreeable thereto, I/We wish to make an application for allotment of the Designated Apartment in the said project.

I/we shall not be entitled to and hereby agree not to set up any oral agreement or any contract whatsoever or howsoever on the basis of this application or allotment in pursuance thereof or otherwise.

I/We enclose herewith Cheque No. _____ dated _____
drawn on _____ for
Rs. _____ in favour of _____ towards portion of the
total booking amount of Rs. _____ payable by me.

I/We wish/do not wish to apply for Parking Facility for one car/two wheeler.

I/We would be pleased if our application results in a successful allotment in our favour.

(Signature of Sole/Primary applicant)

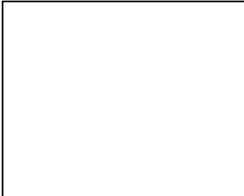

(Signature of Joint applicant)

Place:
Date:

Photo of Sole/Primary applicant	Photo of Joint Applicant
---------------------------------------	-----------------------------

ANNEXURE – I

Sl. No.	Particulars	<u>Sole/Primary Applicant</u>	<u>Joint Applicant</u>
1.	Full Name - Mr./Ms./Messrs. :	_____	_____
1.1	Status :	<input type="checkbox"/> Individual <input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Others	<input type="checkbox"/> Individual <input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Others
1.2	In case of person other than individuals - name of Director/ Partners/ Karta/ Trustees :	_____	_____
2.	Name of Father /Husband/ Guardian of Individuals/Directors/Partners/Karta/Trustees :	_____	_____
3.	PAN NO. :	_____	_____
4.	Occupation (for individuals only) :	_____	_____
5.	Address/Registered Office :	_____	_____
6.	Date of Birth/Incorporation :	_____	_____
7.	Nationality :	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others
8.	Phones :	_____	_____

	Fax : _____	Fax : _____
9. Email	: _____	_____
	_____	_____
10. GIR/PIO/OCI Number	: _____	_____
	_____	_____
11. Photograph of Applicant(s)/ Director/ Partners/ Karta/ Trustees		

- Note:**
1. In case of Guardian, the exact relationship and supporting evidence may kindly be furnished.
 2. In case there are more than two applicants, prior consent of owner is necessary and subject to such consent, all the details of the third applicant above may be submitted separately.
 3. In case of applicant not being an Individual or HUF, certified True Copy of the Memorandum and Articles of Association/Partnership Deed/Trust Deed/Constitution Deed/Board Resolution may kindly be annexed.

Additional Information for Non-Resident Indian/Persons of Indian Origin Applicant(s):

<u>Sl. No</u>	<u>Particulars</u>	For Sole/Primary <u>Applicant</u>	For Joint <u>Applicant</u>
1.	Native place in India	_____	_____
2.	State	_____	_____
3.	District	_____	_____
4.	Passport	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign
5.	Passport No.	_____	_____
6.	Place of issue	_____	_____
7.	Date of Issue	_____	_____
8.	Date of Expiry	_____	_____
9.	Country of residence	_____	_____
10.	Contact person in India for 1 st Applicant		
	(a) Name	_____	
	(b) Address for correspondence	_____	

		_____	_____
		Pin	Code

11.	(a) NRO Account No.	Phone: _____	Fax: _____
	(b) Name of Bank & Branch	_____	_____
12.	(a) NRE Account No.	_____	_____
	(b) Name of Bank & Branch	_____	_____
13.	(a) FCNR Account No.	_____	_____
	(b) Name of Bank & Branch	_____	_____

- Note:**
1. Kindly annex a photocopy of the first four and last four pages of the passport of each applicant.
 2. In case there are more than two applicants, prior consent of owner is necessary and subject to such consent, all the details of the third applicant as above may be submitted separately.

 (Signature of Sole/Primary applicant)

 (Signature of Joint applicant)

ANNEXURE – II

PART-I
(DESIGNATED APARTMENT)

<u>S</u>	<u>N</u>									
<u>-</u>	<u>a</u>	<u>b</u>	<u>c</u>	<u>d</u>	<u>E</u>	<u>f</u>	<u>g</u>	<u>H</u>	<u>i</u>	<u>j</u>
1	Block (Said Building)	Floor	Unit No.	Carpet Area*	Balcony Area*	Carpet Area of Servant Quarter* (if applicable)	Open Terrace Area* (if applicable)	Built up Area*	Proportionate Common Area*	Area for the purpose of computation of monthly maintenance charges*

*Definitions as per Agreement for sale

PART-II

(Parking Facility, if any)

2.	One Parking Facility: <input type="checkbox"/> Open <input type="checkbox"/> Independent/Open <input type="checkbox"/> Dependent/Covered <input type="checkbox"/> Independent/Basement Independent/ <input type="checkbox"/> Two Wheeler/None (Strike out whichever not applicable) (Note: location for Parking facility will be decided by the Developer on or before the time of delivery of possession of the Designated Apartment to the Applicant/Allottee)
----	--

Comment [A1]: Client to check

PART-III**TOTAL PRICE**

PRICE FOR THE DESIGNATED APARTMENT payable by the Applicant:
 Rs. _____ (In Words)
 Rupees _____

Block/Building/Tower No. _____	Rate of Apartment per square feet. *
Apartment No. _____ Type _____ Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Parking -1	
Parking - 2	
Other Charges	As per schedule of the Agreement for sale
Consolidated Price (in rupees) without Taxes ("Consideration")	
Taxes	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee/Applicant as per prevalent rates
Total Price	Sumtotal of Consolidated Price, Taxes

PART-IV**PAYMENT SCHEDULE FOR THE PRICE**

Comment [A2]: Client to check

10% of the Consideration as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 30 days from the date of application less amount paid on application	Rs. _____
10% On completion of Piling	
10% On completion of Deck Slab casting of the said block	
3% On completion of 1 st floor casting	
3.10% On completion of 2 nd floor casting	
3.10% On completion of 3 rd floor casting	
3.10% On completion of 4 th floor casting	
3.10% On completion of 5 th floor casting	
3.10% On completion of 6 th floor casting	
3.10% On completion of 7 th floor casting	
3.10% On completion of 8 th floor casting	
3.10% On completion of 9 th floor casting	
3.10% On completion of 10 th floor casting	
3.10% On completion of 12 th floor casting	
4% On brick work of the said unit being completed	
4% On completion of internal plaster of the said flat	
4% On completion of flooring of the said flat	
4% On completion of plaster of paris inside the flat	
5% On completion of electrical wiring and electrical fixtures	
5% On completion of lift installation for the block of the concerned flat	
10% of the consideration as earnest money within 15 days of issuance of notice for possession of the Designated Apartment	Rs.

CERTAIN EXTRAS AND DEPOSITS PAYABLE BY APPLICANT(S)

Comment [A3]: Client to check

- 1 Documentation charges of Rs. 65000/- (Rupees Sixty Five Thousand) only and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration;

- 2 Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.
- 3 Goods and Service Tax on the above amounts.
- 4 A sum calculated @Rs.35/- (Rupees Thirty five) only per Square foot of the Maintenance Chargeable Area (defined in the Agreement for sale) of the Designated Apartment towards rates and taxes in respect of the Designated Apartment, electricity charges, sinking fund, other outgoings etc. free of interest.
- 5 A sum calculated @ Rs.18/- (Rupees Eighteen) only per Square foot of the Maintenance Chargeable Area (defined in the Agreement for sale) of the said Unit as Advance maintenance charges, alongwith applicable Goods and Service tax.
- 6 Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas

PART-V

GENERAL TERMS AND CONDITIONS:

The terms and conditions given below shall apply only till execution of the Agreement whereupon such Agreement shall supersede all the terms and conditions mentioned hereinafter.

1. The application is only a request by the applicant for allotment of the Designated Apartment and does not create any right whatsoever or howsoever in favour of the Applicant. The allotment of any **Flat / Unit** to any eligible applicant shall be at the sole discretion of the Developer, Mani Enclave Private Limited, (hereinafter referred to as "**MEPL**") and **MEPL** may accept or reject any application without assigning any reason therefor. The Applicant agrees that in the event of non-acceptance/ rejection of the Application by **MEPL**, the portion of booking amount paid by the Applicant will be refunded without any interest, cost, damage etc., and without any other liability or obligation upon **MEPL**.
2. An individual i.e. a person of the age of majority or a minor represented by legal or natural guardian, whether an Indian Citizen or a person of Indian Origin resident in India or abroad can apply. Also any entity i.e. body corporate incorporated in India or partnership or LLP or HUF or any other association of person recognized as a legal entity in India can apply.
3. Applications from intending applicant (s) other than Indian citizens or entities domiciled/incorporated in India shall be accepted only subject to and after fulfillment of all necessary formalities in this regard as per the applicable laws and rules of The

Reserve Bank of India and others concerned. The applicant(s) shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (application and Transfer of Immoveable Property in India) Regulations, 2000 and all/or other statutory provisions as laid down and notified by the Government, Reserve Bank of India or concerned Statutory Authorities from time to time. Any refund to them shall be made in Indian Rupees and in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

4. The duly completed Application and Application Money has to be submitted at the Registered office of **MEPL** at 11/1 Sunny Park, 1st Floor, Kolkata 700019 or at any other place as may be hereafter intimated by **MEPL**.
5. Any Application shall automatically stand withdrawn/ cancelled by the Applicant in case of non-execution of Agreement for sale within 30 days from the date of submission of the Application form. However **MEPL** may extend the validity of the application by such period and on such terms and conditions as it may, at its sole discretion, decide.
6. In case there is joint applicant, all communications and correspondence shall be made to the primary/first applicant and at the address given by the Primary/First applicant and no separate communication shall be necessary to the other named who shall be deemed to have full knowledge thereof. Any change of address will have to be notified in writing to the Registered office at 11/1 Sunny Park, 1st Floor, Kolkata 700019.
7. The applications and any provisional allotment shall be strictly non transferable by any Applicant to any other person.
8. Before making the application, the Applicant has seen the Site, the building plans (including the modified plans under sanction), drawings and specifications in respect of the Designated Apartment and the Project and has been provided a copy of (a) the Annexure II of which this Terms and Conditions is part of, (b) formats of proposed Agreement and Sale Deed for transfer and only after having carefully studied, read and understood the same and on being agreeable thereto, the applicant shall be deemed to have made the application for allotment of the Designated Apartment in the said project.
9. The personal details as per particulars which are morefully mentioned in Annexure I above are true to the best of the knowledge of the applicant and it shall be presumed that nothing relevant has been concealed or suppressed. The applicant is aware and agree that any information provided by the applicant may be utilized by **MEPL** without any claim or objection by the Applicant.
10. That in the event **MEPL** decides to allot Designated Apartment in the project such allotment shall be provisional and subject to these Terms and Conditions the

Applicant shall be bound to (a) pay the price and other applicable amounts as per the payment plans and installments forming part of this Annexure II hereto and/or as may be worked out hereafter by **MEPL** which, if different from such Annexure II, shall be verified and satisfied by the Applicant before the signing of agreement for sale and (b) observe, fulfil and perform of all requirements, conditions and these Terms and Conditions contained in the manner and within the time stipulated therefor; which all be of essence for execution of the agreement for sale. In case of any failure of any compliances by the Allottee, the same will automatically result in cancellation of this provisional allotment. Moreover, until execution of the agreement for sale, the provisional allotment if made in favour of the Applicant may be cancelled by **MEPL**, in its discretion, without being required to assign any reason whatsoever or howsoever therefor. In the event of any cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage etc., and without any other liability or obligation upon **MEPL**.

11. Once the agreement is signed, the same shall supercede this application and its annexures and all terms and conditions hereof. The portion of the booking amount being tendered by the Applicant with the application shall, in case of my application resulting in allotment of Designated Apartment to the Applicant, form part of the total booking amount payable by the Applicant at the time of agreement.
12. Before execution of the agreement the Applicant shall independently inspect all documents and enquire, investigate and verify the title of the land owners and development and related rights of **MEPL** and shall enter upon the agreement only upon being fully satisfied thereabout.
13. Receipt for any amount paid by the Applicant shall be subject to encashment of cheque. In case of non encashment of cheque due to any reason, the same shall ipso facto result in cancellation of the Application and will attract a charge of Rs.1000/- per cheque dishonor.
14. The facility of parking shall be granted only to those applicant(s) who opt the same. If any applicant at the time of making application does not opt for the facility, he/ she shall thereby loose and cease to have any right to park anywhere at the Project area. Any Parking Facility shall under no circumstances be separately transferable.
15. The terms and conditions applicable to the proposed transfer shall be as per the format agreement for sale and format sale deed both of which have been provided to the Applicant together with any modifications thereof made by **MEPL** with the consent of the applicant.
16. All taxes, levies, imposition, stamp duties, registration fees, goods and service tax, and expenses, etc. on the entire transaction including on the application and all

agreements, sale deed or deeds and other documents to be executed and/or registered in pursuance of a confirmed allotment shall be borne and paid by the Applicant(s).

17. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

(Name & Signature of Sole/Primary applicant)

(Name & Signature of Joint applicant)